

## Step #22

### **Subcontractor Agreements**

***Note: When all information we need is received and funds are in place get the Subcontractor Agreements.***

- 1.0 Once funds are available for a project and you have all the paperwork you need, a Certified Letter is sent to the contractor (**Attachment #1**) requesting copies of signed named subcontractor agreements to be sent to the PSO.
- 2.0 Check the amounts against the Bid Proposal and the Set-Aside Schedule. The Subcontractor Agreements must include the Supplemental Bids' dollars also. \*
- 3.0 Make copies and distribute. One (1) copy goes on the outside of the project folder.
- 4.0 Record on the front of the folder and on the Status Report the date the Subcontractor Letter went out.
- 5.0 When the copies of the Subcontractors (S/C) Agreements are received, we check them for accuracy. Send a copy of the S/C Agreements to the Bidding & Contracts supervisor for approval (**Attachment #2**).
- 6.0 When the Bidding & Contracts supervisor approves the S/C Agreements, send a memo to whomever is handling the job with a copies of all Subcontractor Agreements (to the Project Manager) (**Attachment #3**) and to Marcia Smith-Glasper. A copy of the memo only should be given to the Bidding and Contracts Unit Secretary so she can input information into the database for the quarterly set-aside report to the Office of Diversity Programs. A file copy of this memo is attached to the Subcontractor Agreements and put in the project folder under the clip of the low bidder.

***Note: If the G.C. substitutes one subcontractor for another at a higher price he has two choices: 1) The G.C. takes the bite for the additional money, or 2) The G.C. may withdraw their bid.***

***\* If the Supplemental Bid dollars are included in the Subcontractor Agreements, o.k. If they are not, the G.C. has to write a letter to us explaining the difference in the amounts, Base Bid \$ vs. Base Bid \$ and all Supplemental Bid # (per B. Cornish 10-15-01.)***

– END –



## STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

CERTIFIED MAIL 109732

Mazzarella Builders, Inc.  
357 New Britain Road  
Kensington, CT 06037

SAMPLE

Attn: Ernest Mazzarella, President

Re: State Office Building Renovations  
5<sup>th</sup> Floor – Phase II  
165 Capitol Avenue  
Hartford, CT  
Project No.: BI-2B-049-C

Subject: Subcontract Agreements

Date: June 15, 1999

Dear Mr. Mazzarella:

Please be advised that your firm has been selected as the general contractor for this project.

In accordance with Connecticut General Statutes 4b-96 (copy attached), you must now provide us with executed subcontracts with all listed subcontractors and set-aside subcontractors in accordance with your bid proposal (attached). These subcontracts must be in the exact format outlined in CGS Section 4b-96. Variation from the prescribed format will result in rejection by this office and delay the signing of your contract with the Department of Public Works.

AND/OR  
SEND copy  
Set-Aside  
Contract.

	<u>Subcontractor</u>	<u>Amount</u>	<u>Type</u>
1.	Custom Electric	\$165,500	Named
2.	H.H.S. Mechanical	\$ 10,000	Named
3.	H.H.S. Mechanical	\$105,000	Named
4.	City Electrical Enterprises, LLC	\$ 5,000	MBE
5.	New England Piping, Inc.	\$ 10,000	MBE
6.	Superior Interiors, Inc.	\$ 8,900	MBE

Forward executed subcontracts to:

State of Connecticut  
Department of Public Works  
165 Capitol Avenue, Room G-9A  
Hartford, CT 06106  
Attn: Dolores Schroeder, Purchasing Services Officer 1

within 10 days of receipt of this letter, Saturday's, Sundays and legal holidays excluded.

Continued...

Mazzarella Builders, Inc.

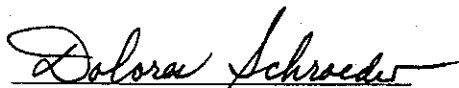
Page 2

June 14, 1999

The contract award date will be established after our review and approval of your subcontract agreements.

Please direct any questions to Dolores Schroeder, Purchasing Services Officer 1, at (860) 566-2346. For your information, I will be on vacation from June 21 – 25, 1999. If you should have any questions in my absence, please speak with either Gail Blythe, PSO 1 (566-2346) or Bruce Cornish (566-6423).

Sincerely,



Dolores Schroeder  
Purchasing Services Officer 1

cc: Michael Milne, Project Manager  
G. Blythe  
B. Cornish  
A. Maurice  
File

Attach: Bid Proposal  
AND/or Set-Aside Contr. Sch.

Sec. 4b-96

Sample Subcontract Agreement

SET-ASIDE CONTRACTOR SCHEDULE

Mazzarella Builders, Inc.  
357 New Britain Road  
Kensington, CT 06037

D.P.W.  
BIDDING SECTION  
JUN 14 2 44 PM '99

CERTIFIED MAIL 109720

Attention: Ernest Mazzarella, President

Re: State Office Building Renovations  
5<sup>th</sup> Floor – Phase II  
165 Capitol Avenue  
Hartford, CT  
Project No.: BI-2B-049-C

BID OPENING DATE: June 2, 1999

Date: June 3, 1999

Dear Mr. Mazzarella:

Your bid on referenced project is one of the three (3) apparent lowest bids received.

**Named Subcontractor Bidders Qualification Statement(s) (00035) is/(are) required for this project. Please submit at this time.**

In accordance with Section 4.5 of your Bid Proposal Form, you are required to list below the names of each currently certified set-aside contractor to be used for this project, along with the dollar amount to be paid each set-aside contractor.

The responsibility for listing a qualified and certified set-aside contractor rests solely with the bidder and not the State. Listing a set-aside contractor who does not qualify may be considered the same as not listing one at all and the bid may be considered non-responsive and subject to rejection.

NAME	ADDRESS	AMOUNT
City Electrical Enterprises, LLC	55 Van Dyke Ave, Hartford, CT 06106	\$ 5,000.00 MBE/B
New England Piping, Inc.	169 Cleveland Ave, Hartford, CT 06106	10,000.00 MBE/B
Superior Interiors, Inc.	230 Main Street, East Windsor, CT 06088	8,900.00 MBE

- This amount must be not less than 6.25% of the total contract cost as stated on the Bid Proposal Form, Section 7.3.1 (Minority Business Enterprises).

\$23,900

**CERTIFICATE OF ELIGIBILITY FOR EACH OF THE NAMED  
SET-ASIDE CONTRACTORS MUST BE SUBMITTED WITH THIS FORM.**

Ernest Mazzarella Jr. President 6/14/99  
Authorized Signature Title Date

THIS FORM MUST BE SUBMITTED NO LATER THAN June 14, 1999 TO: STATE OF  
CONNECTICUT, DEPARTMENT OF PUBLIC WORKS 165 CAPITOL AVENUE, HARTFORD,  
CONNECTICUT 06106, ROOM #G-9A, ATTN: DOLORES SCHROEDER, TEL: 860/566-2346.

7.3.1 (In Accordance With Section 4.5 Not Less Than 6.25 % of This Total Must be Awarded to Minority Business Enterprises. (Failure to Meet This Requirement Will Be Cause To Reject Your Bid.)

7.4 The breakdown of the Total Contract Sum as proposed is as follows:

7.4.1 State the total sum of the Amount for the Work of the General Contractor plus all unnamed Subcontractors.

One Hundred Thousand Four Hundred Fifteen DOLLARS 100,415.00  
 \$  
 (Written)

**IN SECTION 7.4.1 ABOVE, DO NOT INCLUDE  
 THE SUM OF THE AMOUNT LISTED IN SCHEDULE 7.4.2.**

7.4.1.1 In accordance with Section 4.5 of this Bid Proposal Form, the amount of Work performed by the General Contractor must be at least 25 % of the total Proposal Contract Sum.

7.4.2 The Work of the Named Subcontractors and their price for the following trades must be listed in Schedule 7.4.2. However, the General Contractor may list itself and its price, if it customarily performs any of the trades specified. If the General Contractor leaves the spaces for a specific "Trade Description" completely blank, it will be assumed that the General Contractor will perform that Work. If the General Contractor requires a Performance and/or Labor and Material Payment Bond, then the General Contractor must indicate below which of the Named Subcontractors are subject to this requirement. The amount (%) shall not exceed the Named Subcontractor's price listed in schedule 7.4.2.:

SCHEDULE 7.4.2 – NAMED SUBCONTRACTORS				
Description	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
1. Electrical	Custom Electric	\$ 165,500.00.	%	%
2. Mechanical	H.H.S Mechanical	\$ 10,000.00.	%	%
3. HVAC	H.H.S. Mechanical	\$ 105,000.00.	%	%
Total		\$ 280,500.00		
(7.4.2)				

SEND  
 THIS PAGE  
 ONLY NO  
 ENTIRE  
 BID  
 PROPOSAL

## MEMORANDUM

**TO:** David Busanet, PSO 2  
DPW, Procurement – Room G-35

**FROM:** \_\_\_\_\_, PSO 1  
DPW, Procurement, Room G-35

**DATE:**

**SUBJECT:** Approval of Subcontractor Aggrements  
(Project Description)  
Project:

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Please review and indicate your approval of the attached subcontractor agreements between \_\_\_\_\_. and the following subcontractors:

Attachments:

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment #2**  
**Letter Requesting Approval of**  
**Subcontractor Agreements**

**MEMORANDUM**

**TO:** *Dane Busanet, PSO 2*  
~~Bruce Cornish, Chief Financial Officer~~  
DPW Financial Management Unit – Room 527

**FROM:** Dolores Schroeder, Purchasing Services Officer 1  
DPW, Bidding & Contracts, Room G-9A

**DATE:**

**SUBJECT:** Approval of Subcontractor Agreements  
Renovations to Windham RVTS Fieldhouse  
Willimantic, CT  
Project: BI-RT-801

Please review and indicate your approval of the attached subcontractor agreements between Conn-Strux, Inc. and the following subcontractors:

City Electric  
Aqua-C Plumbing  
Yesco  
Hartford Roofing  
Hartford Plumbing Supply

:das

Attachments: 5

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMORANDUM

**TO:** Name, Project Manager  
DPW, \_\_\_\_\_ Team – Room # - SOB

**FROM:** Name  
DPW, Procurement, Room # G-35 - SOB

**DATE:**

**SUBJECT:** Subcontract Agreements  
Project Name  
Project Address  
Project No.

We are forwarding herewith, copies of the executed contracts between  
\_\_\_\_\_ and the following subcontractor(s); per their Bid  
Proposal Form and Set-Aside Schedule, previously forwarded:

Status

Subcontractor(s)

Amount

xc: Office of Diversity Programs (w/attach.)  
Database  
File



## Step #23

### Letter of Intent

- 1.0 A Letter of Intent goes to the Contractor when everything is in order. (This letter is located in the PC in the Bidcontracts (G) account [click on DIV O BID FORMS MASTER, click on CONTRACT DOCUMENTS].)
- 2.0 Call Construction Services/Project Manager for available dates for contract signing. Then call the Contractor to see if date is o.k. with him/her.
- 3.0 At top of letter under "Amount" include all supplemental bids if appropriate.
- 4.0 Make one copy of this letter. Our copy goes with the Bidder's Package.
- 5.0 The original Letter of Intent goes to the Contractor with the following attachments:
  1. Copy of Certificate of Authority with suggested wording
  2. Two (2) blank Labor and Material Bond forms (+ instructions)
  3. Two (2) blank Performance Bond forms
  4. One (1) blank Surety Sheet form
  5. Two (2) blank Insurance Certificate forms.
  6. Sample of an employer's Quarterly Earnings Report.
  7. a. Fed. Unemployment Tax Return (Form 940)  
b. " " " " (Form 940-EZ)
  8. Code of Ethics
  9. ***If G.C. is a non-resident contractor***, send samples of:
    - a. Form AU-70, Guarantee Bond, and
    - a. Form AU-72, Cash Bond***(Include Item #7 in the Letter of Intent we send to contractor. Contractor, in turn, must provide to us at the contract signing, a Certificate from the Commissioner of Revenue Services that the requirements of CGS 12-430 have been met.)***
- 6.0 On the front of the project folder record the date out for "Intent." This is the date you sent the Letter of Intent to the Contractor.

– END –



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

Date

Mr. \_\_\_\_\_, title  
Contractor

Dear:

Re:

Amount:  
(INCLUDE SUPPLEMENTAL BID AMOUNTS IF ANY)

We are preparing the necessary documents required for the contract signing for the above referenced project. The signing will be in Room #G-35, State Office Building, at (TIME) , on (DATE) , upon compliance with the following.

1. The Bidder or an authorized representative must be present, promptly, on the date and time specified.
2. If the Bidder is a corporation, the authorized representative must submit a Certificate of Authority, signed by the Corporate Secretary or another appropriate official, affixed with the corporate seal (see sample enclosed).

If the Bidder is an LLC, the managing member must submit a Limited Liability Company Resolution signed by a Managing Member, affixed with your LLC seal (see attached).

If a partnership, a general partner must submit a signed Partnership Certificate of Authority (see attached).

If the Bidder is a sole proprietor (d/b/a: doing business as), we need a Certificate of Adoption of Trade Name that was filed with the Town Clerk of their town.

Please fax a copy of your Certificate of Authority Limited Liability Company Resolution, Partnership Certificate of Authority, Certificate of Adoption of Trade Name to our office (860-713-7395) within three (3) days after receipt of this letter. Bring the signed original to the contract signing.

3. The representative must bring the Corporate Seal with him.
4. Performance and Labor and Material Bonds must be submitted on the forms provided. These bonds must be signed and sealed by an attorney-in-fact for the Surety Co. and properly witnessed. A certified copy of the Power of Attorney is also required.
5. The enclosed Surety Sheet must be properly filled out and returned.

...Continued

Contractor  
Page 2  
Date

6. Certificate of Insurance, **must be provided in the minimum amounts stated on the ACORD form** provided with this package. **ALL SIGNATURES MUST BE ORIGINAL.** Please refer to Section 00700, General Conditions of the Contract for Construction, Article 35, pages 18 and 19 for required limits.

Special Hazard Insurance is required: type "XYU" – Explosion, Collapse, Underground, for this project..

Please note: Builder's Risk insurance is also required for this project on an "All Risk, Replacement Cost, Completed Value Form Basis," which should be noted under "Other" on the ACORD Insurance Certificate.

Please fax a copy of your Certificate of Insurance to our office (860-713-7395) within three (3) days after receipt of this letter. Bring the signed original to the contract signing.

**IMPORTANT: Failure to provide the insurance coverage required by the contract documents will delay the signing of the contract.**

INSTRUCTION – ITEM #7 SHOULD ONLY BE INCLUDED IF THE G.C. IS A NON-RESIDENT CONTRACTOR. The highlighted area in #7 is Hidden Text. Un-hide the text as needed by: (1) highlight the affected text; (2) click "Format" in the Main Menu Bar; (3) click "Font"; in the Effects block of the Font screen, click the "Hidden" box to clear the check mark. **DELETE THIS BOX AND RENUMBER THE REMAINING ITEMS IF NECESSARY.**

7. At the time of contract signing a certificate from the Commissioner of Revenue Services must be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. (Samples of Form AU-70, Guarantee Bond and AU-72, Cash Bond are enclosed.) For details call the Department of Revenue Services at (860) 541-3280, ext. 7.
8. A copy of your company's "Employer Contribution Return," State of Connecticut, Department of Labor Form (Form UC-2 (Rev. 6/90)), for the most recent filing period as well as a copy of your Federal Unemployment Tax Return (Form 940), most recently filed, are required.
9. Enclosed, for your information, is a copy of the Code of Ethics for Public Officials as found in Sections 1-79 through 1-89 of the General Statutes of the State of Connecticut, as amended.
10. The State Comptroller does offer electronic fund transfer to qualified vendors. Anyone interested in this service can contact Mark Aronowitz via fax (860-702-3419) or write him at:

Attn: Mark Aronowitz, Director  
Accounts Payable Division  
State of Connecticut  
Office of the State Comptroller  
55 Elm St. – 6<sup>th</sup> Floor  
Hartford, CT 06106

... Continued

Contractor  
Page 3  
Date

Please direct any questions you may have to me at (860) 713-5792 5794 5796.

***(FAILURE TO FOLLOW THESE INSTRUCTIONS WILL DELAY THE SIGNING OF THE CONTRACT)***

Immediately following the contract signing, a meeting will be held with the Project Manager.

Sincerely,

PSO name  
Purchasing Services Officer 1

Enclosures

xc: , Project Manager  
File

(Revised: 3-25-03)

STATE OF CONNECTICUT  
DEPARTMENT OF REVENUE SERVICES  
25 Sigourney Street  
Hartford CT 06106-5032  
Attn: Discovery Unit - 18th Floor

**AU-70**  
**GUARANTEE BOND**

GUARANTEE BOND FOR \_\_\_\_\_  
(1. Project name)

at \_\_\_\_\_  
(2. Physical location of project - city or town)

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT**

**WHEREAS**, the Principal is a nonresident contractor as defined in Conn. Agencies Regs. §12-430(7)-1, and has entered into a construction contract dated or expected to be started on \_\_\_\_\_ with \_\_\_\_\_  
(3. Date) (4. Name and address of general contractor or owner)

pursuant to which, or in the carrying out of which, tangible personal property will be consumed or used by the Principal at the above named project.

**WHEREAS**, the construction contract provides that the Principal will have completed construction by \_\_\_\_\_  
(5. Expected completion date)

**WHEREAS**, the total amount to be paid under said contract to the Principal by the above named general contractor or owner is the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(6. Total contract price)

**KNOW ALL MEN BY THESE PRESENTS**

That we \_\_\_\_\_ of \_\_\_\_\_, and  
(7. Principal) (8. Address of principal)

\_\_\_\_\_  
(9. Surety company name and address)

duly authorized to do business in the State of Connecticut as a Surety, are held and firmly bound unto the Commissioner of Revenue Services of the State of Connecticut and his successors in office in the sum of \_\_\_\_\_  
(10. Dollars equal to 5% of the amount entered on Line 6 above)

(\$ \_\_\_\_\_ ) for the payment of which well and truly to be made the said Principal and Surety do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, each and every one of them firmly by these presents.

**NOW, THEREFORE**, if the Principal shall pay the sales and use taxes payable with respect to tangible personal property consumed or used pursuant to or in the carrying out of the said contract and all other state taxes, interest and penalties becoming due and owing during the period commencing with the execution of this contract and ending three years and one month following the completion of construction by the Principal, \_\_\_\_\_, from the Principal as a result of the contract, then this obligation shall be null and void; otherwise to remain in full force and effect.  
(11. Bond expiration date)

**AU-72**  
**CASH BOND**

**KNOW ALL MEN BY THESE PRESENTS**

GUARANTEE CASH BOND FOR \_\_\_\_\_  
(1. Project name)

at \_\_\_\_\_  
(2. Physical location of project - city or town)

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT**

\_\_\_\_\_  
(3. Nonresident contractor) (the "Contractor") of \_\_\_\_\_  
(4. Address of nonresident contractor)

\_\_\_\_\_ has paid to the Commissioner of Revenue Services  
of the State of Connecticut the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(5. Dollars equal to 5% of the amount entered on Line 9 below)  
as a cash bond as required under Conn. Gen. Stat. §12-430(7).

**WHEREAS**, the Contractor is a nonresident contractor, as defined in Conn. Agencies Regs. §12-430(7)-1, and has entered into  
a construction contract dated or expected to be started on \_\_\_\_\_ with \_\_\_\_\_  
(6. Date) (7. Name and address of general contractor or owner)

\_\_\_\_\_ pursuant to which, or in the carrying out of which,  
tangible personal property will be consumed or used by the Contractor at the above-named project.

**WHEREAS**, the construction contract provides that the Contractor will have completed construction by \_\_\_\_\_  
(8. Expected completion date)

**WHEREAS**, the total amount to be paid under said contract to the Contractor by the general contractor or owner is the sum  
of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(9. Total contract price)

**NOW, THEREFORE**, if the Contractor shall pay the sales and use taxes payable with respect to tangible personal property  
consumed or used pursuant to or in the carrying out of the said contract and all other state taxes, obligations, interest and penalties  
becoming due and owing during the period commencing with the execution of this contract and ending three years and one month  
following the completion of construction by the Principal, \_\_\_\_\_, from the Principal as a result of the contract,  
(10. Bond expiration date)  
then this Cash Bond shall be returned to the Contractor by the Commissioner of Revenue Services or his successors in office.

11. IN WITNESS WHEREOF, the Contractor has signed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

THE CONTRACTOR:

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
12. Title

If the sale may be served upon the  
If by mail, service shall be  
ciency assessment and shall  
records of the commissioner's  
by the United States or the state of  
, however, be sold by the commis-  
sioner's prevailing market price thereof. Upon  
turned to the person who deposited

pealed by P.A. 81-64, S. 22, 23.

before obtaining registration for  
person before obtaining an origi-  
ssel, snowmobile or aircraft in this  
n pursuant to the provisions of this  
as prescribed by the Commissioner  
the case of a motor vehicle, vessel  
ices and the Commissioner of Motor  
ssioner of Revenue Services and the  
er of Motor Vehicles shall, upon the  
after hearing by the Commissioner  
nicle, vessel or snowmobile registra-  
n connection with the sale, storage,  
essel or snowmobile pursuant to the  
ransportation shall, upon the request  
a 'ring by the Commissioner of  
on of any person who fails to  
or other consumption of such

s, aircraft, vessels or farm tractors.  
a motor vehicle dealer, upon the sale  
a trade-in of an aircraft, as defined in  
ircraft dealer, upon the sale of another  
rm tractor, snowmobile or any vessel,  
ailer of farm tractors, snowmobiles or  
tor, snowmobile or such vessel to a  
en the sale price of the motor vehicle,  
purchased and the amount allowed on  
actor or such vessel traded in on such  
ift, snowmobile, farm tractor or such  
ner or user, the tax provided for in this

state. If any service or article of tangible  
a sales or use tax by any other state or  
thereon in respect to its sale or use in  
pter, the provisions of this chapter shall  
only, between the rate herein fixed and  
r use was computed. If such tax imposed

in such other state or political subdivision thereof is equivalent to or in excess of the  
rate imposed under this chapter at the time of such sale or use, then no tax shall be due  
on such article.

(6) **Miscellaneous provisions.** When a licensed motor vehicle dealer replaces a  
motor vehicle which has been registered to such dealer and the replaced motor vehicle  
is no longer in the possession of or used by such dealer, the tax imposed by this chapter  
shall be applicable only with respect to the difference between such dealer's cost for  
the new motor vehicle being registered, which motor vehicle is the replacement for said  
replaced motor vehicle, and the wholesale value of said replaced motor vehicle at the  
time of its replacement, determined in accordance with a standard reference book for  
such values acceptable to the Commissioner of Revenue Services.

(7) **Bond requirement for nonresident contractors.** Liability on failure to ob-  
tain. (a) When a nonresident contractor enters into a contract with a person pursuant  
to which, or in the carrying out of which, tangible personal property will be consumed  
or used in this state, such nonresident contractor shall deposit with the Commissioner  
of Revenue Services a sum equivalent to five per cent of the total amount to be paid  
under the contract or shall furnish the Commissioner of Revenue Services with a guaran-  
tee bond satisfactory to said commissioner in a sum equivalent to five per cent of such  
total amount, to secure payment of the taxes payable with respect to tangible personal  
property consumed or used pursuant to or in the carrying out of such contract or any other  
state taxes, and shall obtain a certificate from the Commissioner of Revenue Services  
that the requirements of this subsection have been met; (b) any person dealing with  
a nonresident contractor without first obtaining a copy of such certificate from said  
commissioner shall deduct five per cent of all amounts payable to such nonresident  
contractor and pay it over to said commissioner on behalf of or as agent for such nonresi-  
dent contractor or shall furnish said commissioner with a guarantee bond satisfactory  
to said commissioner in a sum equivalent to five per cent of such total amount, to secure  
payment of the taxes payable with respect to such tangible personal property consumed  
or used pursuant to or in the carrying out of such contract or any other state taxes; (c)  
if any person dealing with such nonresident contractor fails to comply with subdivision  
(b) of this subsection, such person shall be personally liable for payment of the taxes  
imposed by this chapter with respect to such tangible personal property consumed or  
used pursuant to or in carrying out such contract or any other state taxes; (d) when a  
nonresident contractor enters into a contract with the state, said contractor shall provide  
the Labor Department with evidence demonstrating compliance with the provisions of  
chapters 567 and 568, the prevailing wage requirements of chapter 557 and any other  
provisions of the general statutes related to conditions of employment.

(1949 Rev., S. 2114; 1951, S. 1175d, 1176d; September, 1957, P.A. 13, S. 2; 1961, P.A. 399; 1969, P.A. 752, S. 13;  
June, 1969, P.A. 1, S. 22; June, 1971, P.A. S. 128; P.A. 73-166; 73-518, S. 1, 2; 73-520; P.A. 74-338, S. 16, 94; P.A.  
75-213, S. 41, 53; 75-470, S. 1, 2; Dec. Sp. Sess. P.A. 75-1, S. 10-12; P.A. 76-199, S. 1, 3; P.A. 77-614, S. 139, 610; P.A.  
81-64, S. 22, 23; P.A. 82-36, S. 1, 3; P.A. 88-6, S. 5; 88-7, S. 1; P.A. 89-123, S. 6; P.A. 91-127, S. 1; P.A. 93-288, S. 6,  
7; May Sp. Sess. P.A. 94-4, S. 20, 85; P.A. 95-160, S. 64, 69; 95-260, S. 2, 24.)

History: 1961 act provided that Subsec. (4) apply only to Connecticut motor vehicle dealers; 1969 acts included snowmo-  
biles in Subsecs. (3) and (4), deleted references to dealers "licensed under the provisions of subdivision (D) of part III of  
chapter 246 and holding a valid seller's permit" in Subsec. (4) and added provision re computation of tax during period  
between July 1, 1969, and July 1, 1971, in Subsec. (4); 1971 act deleted special provisions re tax between 1969 and 1971  
in Subsec. (4); P.A. 73-166 increased amount of security from ten to twenty thousand dollars in Subsec. (1); P.A. 73-518  
placed snowmobiles and dealers in provision re dealers of farm tractors rather than in provision re motor vehicle dealers  
and included dealers of vessels under Subsec. (4); P.A. 73-520 added Subsec. (6) re dealers' replacement vehicles; P.A.  
74-338 made technical change in Subsec. (4); P.A. 75-213 included references to "acceptance" and "services"; P.A. 75-  
470 added Subsec. (7) re bond requirement for nonresident contractor; December, 1975, P.A. 75-1 increased alternate  
amounts of security in Subsec. (1) at six times, rather than two times, the person's estimated average liability for filing  
period and deleted "quarterly or other" with reference to tax periods, effective January 1, 1976, and applicable to taxes  
imposed by chapter 219 on or after that date; P.A. 76-199 included boats in Subsec. (3) and made technical correction;

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, the undersigned, do hereby certify that I am  
(Name of Certifying Officer)

the \_\_\_\_\_ of \_\_\_\_\_, a  
(Title of Certifying Officer) (Name of Corporation)

\_\_\_\_\_ Corporation, and that the following resolution  
(State of Incorporation)

was duly adopted on \_\_\_\_\_, 19 \_\_\_\_, at a duly called and  
(Date of Adoption of Resolution)

held meeting of the Board of Directors of said corporation:

Resolved, that \_\_\_\_\_, in \_\_\_\_\_ capacity as  
(Name of Signer of Contract or Amendment to Contract) his/her

\_\_\_\_\_ of \_\_\_\_\_, is fully  
(Title of Signer of Contract or Amendment to Contract) (Name of Corporation)

authorized to execute and sign on behalf of the corporation all bonds and contract

documents in connection with the \_\_\_\_\_ and to  
(Project Title and Number)

affix the Corporate Seal on such documents.

I do further certify that the above resolution has not been amended or  
revoked and is now in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.  
(Date above must be the same as the contract signing date)

Affix Corporate Seal Here

\_\_\_\_\_  
(Signature of Certifying Officer)



## Limited Liability Company Resolution

I, \_\_\_\_\_, Managing Member of \_\_\_\_\_  
(full name of company)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut, hereby certify that the following resolution was duly adopted at a meeting of the Members of said Company, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

Resolved, that \_\_\_\_\_ is a member of \_\_\_\_\_ and is hereby authorized to make, execute and approve on behalf of this Company any and all contracts, including amendments thereto.

*AND I DO FURTHER CERTIFY* that the above resolution has not been in any way altered, amended, revoked or repealed and is now in full force and effect.

***IN WITNESS WHEREOF,***

I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Managing Member

*affix seal here*

*Partnership*  
*Certificate of Authority*

I, \_\_\_\_\_, the undersigned, do hereby certify that I am a  
General Partner of \_\_\_\_\_, Connecticut  
(name and address of partnership)  
and I do hereby further certify that \_\_\_\_\_ in his/her capacity  
as a General Partner of said partnership is authorized to sign any and all contracts  
or amendments to contracts on behalf of the said partnership.

I do further certify that the above authorization has not been amended or revoked  
and was in full force and effect on \_\_\_\_\_ and continues to be  
in full force and effect as of the present time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
General Partner

# LABOR AND MATERIAL BOND

## Know all men by these presents

**THAT**.....of the  
Town of....., County of.....and  
State of....., as Principal (hereinafter called the Principal), and.....

(a surety company authorized to transact business in the State of Connecticut), as Surety (hereinafter called the Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the

Obligee) in the full penal sum of.....

(\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of.....A. D. 20.....

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT

**WHEREAS** said Principal will enter into a certain written contract with said Obligee, to be dated the.....day of.....A. D. 20....., which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

**NOW, THEREFORE**, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

(OVER)

# PERFORMANCE BOND

## Know all men by these presents

**THAT**.....of the  
Town of....., County of.....and  
State of....., as Principal (hereinafter called the Principal), and.....

.....  
(a surety company authorized to transact business in the State of Connecticut), as Surety (hereinafter called the Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of.....

(\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of.....A. D. 20.....

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT

**WHEREAS** said Principal will enter into a certain written contract with said Obligee, to be dated the.....day of.....A. D. 20....., which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

**NOW, THEREFORE**, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract, as it may be extended, modified or altered, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

(OVER)

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS  
BIDDING & CONTRACTS UNIT – ROOM G-9A  
STATE OFFICE BUILDING  
165 CAPITOL AVENUE  
HARTFORD, CT 06106

SURETY SHEET

A. SURETY COMPANY

Name of Surety Co.: \_\_\_\_\_

Address of Home Office: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

B. AGENT

Name of Agency: \_\_\_\_\_

Address of Agency: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attorney-In-Fact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Project No.: \_\_\_\_\_

SECTION 00300  
**CERTIFICATE OF INSURANCE**  
 PAGE 1 OF 1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YY)
<b>PRODUCER</b>  		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <b>COMPANIES AFFORDING COVERAGE</b> COMPANY A COMPANY B COMPANY C COMPANY D			
<b>INSURED</b>  					
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				WC STATUTORY LIMITS: OTH-ER: EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> <u>Indicate the project and project number in this space.</u> The State of Connecticut is endorsed as an additional insured on all of the above policies except Automobile Liability and Workers' Compensation. If Builders Risk insurance is indicated, The State of Connecticut is endorsed as a Loss Payee.					
<b>CERTIFICATE HOLDER</b> State of Connecticut Department of Public Works 165 Capitol Avenue, Room G-35 Hartford, CT 06106			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		
ACORD 25-S (1/95) <span style="float: right;">© ACORD CORPORATION 1988</span>					

STATE OF CONNECTICUT  
PUBLIC WORKS DEPARTMENT  
CERTIFICATE OF INSURANCE

(ASBESTOS ONLY)

This is to certify that the Company named below has issued the policies listed below, the  
 these policies are written in accordance with the Company's standard policies and endorsements  
 except as indicated below or as noted in the attachments hereto, which policies and  
 endorsements will be made available to the Public Works Department upon request, that the  
 provide coverage and limits of liability shown with respect to the insurance indicated that  
 they are in force on this date, that all deductible amounts are indicated below, and that this  
 Certificate is furnished in accordance with and for the purpose of satisfying the requirement  
 of the State of Connecticut, Public Works Department in connection with the award and  
 performance of a contract or agreement with the State of Connecticut, Public Works Department.

1. Name of Insured \_\_\_\_\_
2. Address of Insured \_\_\_\_\_
3. Location and Description of Work \_\_\_\_\_

Project No. \_\_\_\_\_

Kind and Type of Insurance	Policy Number	Effective Date	Expiration Date	IN DOLLARS Coverage and Limits of Liability		
				Bodily Injury Liability	Property Damage Liability	
Protective Liability for and in the name of the State of Connecticut See (1) Reverse Side				Single Limit	Each Accident	Aggregate
				500,000.	100,000.	500,000
B. Contractor's Liability				500,000.	100,000.	500,000
C. Contractor's Protective Liability				500,000.	100,000.	500,000
D. Contractual Liability See (1) & (2) Reverse Side				500,000.	100,000.	500,000
E. Worker's Comp. (If self insured Compensation Commr's Certificate Required)				STATUTORY		
F. SPECIAL HAZARDS INSURANCE Type C-Collapse Structural Injury Type X-Explosion or Blast:				500,000.	100,000.	500,000

# RECTIONS / CHANGES

IF THIS BUSINESS HAS CHANGED HANDS IN FULL ☐ OR IN PART ☐ SINCE YOUR LAST RETURN, ENTER THE NAME(S) AND ADDRESS(ES) OF NEW OWNER(S) AND DATE SOLD BELOW.

DATE SOLD

IF YOU ARE OUT OF BUSINESS IN CONNECTICUT, ENTER LAST BUSINESS DATE.

IF THE MAILING ADDRESS FOR WHICH THIS RETURN IS BEING FILED HAS CHANGED, ENTER THE NEW ADDRESS BELOW.

NUMBER AND STREET

TOWN

STATE

ZIP

EMPLOYEE SOCIAL SECURITY NUMBER

NAME OF EMPLOYEE — Type or Print 1st Initial, Last Name

TOTAL WAGES THIS QTR  
Dollars | Cents

REGISTRATION NO.

C.D.

FEDERAL IDENTIFICATION NO.

REPORT PERIOD  
Qtr | Yr

EMPLOYMENT DATE

SUC.

NOTIFICATION DATE

NUMBER OF PAGES LISTED ON PAGES OF THIS

TOTAL NUMBER OF PAGES OF THIS REPORT INCLUDING CONTINUATION SHEETS

☐ MAGNETIC TAPE SUBMITTED

TOTAL WAGES ALL PAGES  
(Same as Item 1 on UC - 2)

TOTAL WAGES THIS PAGE

## EMPLOYER CONTRIBUTION RETURN SEE REVERSE SIDE FOR INFORMATION

Qtr.

BATCH NUMBER

STATE OF CONNECTICUT  
DEPARTMENT OF LABOR  
EMPLOYMENT SECURITY DIVISION  
BOX 2940  
HARTFORD, CONNECTICUT 06101  
TELEPHONE 366-4350

CHECK PAYABLE TO "ADMINISTRATOR, UNEMPLOYMENT COMPENSATION"  
ENTER REGISTRATION NUMBER ON CHECK.

ENTER AT RIGHT TOTAL NUMBER OF EMPLOYEES PAID WAGES IN CONNECTICUT DURING THE PAY PERIOD WHICH INCLUDES THE 12TH OF EACH MONTH

1st MONTH

2nd MONTH

3rd MONTH

ENTER AT RIGHT THE NUMBER OF WOMEN INCLUDED IN THIRD MONTH COUNT

ENTER "NONE" IN ITEM 1 IF NO WAGES WERE PAID.

Dollars | Cents

- TOTAL GROSS WAGES PAID TO ALL EMPLOYEES FOR WORK PERFORMED IN CONNECTICUT THIS QUARTER.
- TOTAL GROSS WAGES PAID WITHIN THIS QUARTER TO EACH EMPLOYEE IN EXCESS OF FOR THE CURRENT CALENDAR YEAR.
- TOTAL TAXABLE WAGES (Item 1 minus Item 2)
- CONTRIBUTION RATE
- AMOUNT OF CONTRIBUTION DUE (Contribution Rate X Item 3)
- DEDUCT OFFICIAL CREDIT STATEMENT DATED (Form UC - 116)
- NET AMOUNT OF CONTRIBUTIONS DUE (Item 5 minus Item 6)
- ADD INTEREST AT PER MONTH NUMBER OF MONTHS.
- ADD PENALTY OF TEN PERCENT (10%) OR FIFTY DOLLARS (\$50), WHICHEVER IS GREATER.
- AMOUNT OF REMITTANCE ENCLOSED WITH THIS RETURN (Sum of Items 7, 8, and 9)

REGISTRATION NO.	C.D.	FEDERAL IDENTIFICATION NO.	REPORT PERIOD Qtr   Yr
EMPLOYMENT DATE	SUC.	NOTIFICATION DATE	DUE DATE

Connecticut employers must file this Return by the last day of month following each calendar quarter.

I, the authorized representative of the employer, certify that the information reported herein is true and correct.



Employer's Annual Federal  
Unemployment (FUTA) Tax Return# 7 a.  
OMB No. 1545-0028Department of the Treasury  
Internal Revenue Service (99)

▶ See separate instructions for Form 940 for information on completing this form.

1999

Name; Trade name, if any; Address and ZIP code

Calendar year

1999

EIN

T	
FF	
FD	
FP	
✓	
✓	

- A** Are you required to pay unemployment contributions to only one state? (If "No," skip questions B and C.) ☐ Yes ☒ No
- B** Did you pay all state unemployment contributions by January 31, 2000? ((1) If you deposited your total FUTA tax when due, check "Yes" if you paid all state unemployment contributions by February 10. (2) If a 0% experience rate is granted, check "Yes." (3) If "No," skip question C.) ☒ Yes ☐ No
- C** Were all wages that were taxable for FUTA tax also taxable for your state's unemployment tax? ☒ Yes ☐ No

If you answered "No" to any of these questions, you must file Form 940. If you answered "Yes" to all the questions, you may file Form 940-EZ, which is a simplified version of Form 940. (Successor employers see **Special credit for successor employers** in the instructions.) You can get Form 940-EZ by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you will not have to file returns in the future, check here (see Who Must File in separate instructions), and complete and sign the return ☐

If this is an Amended Return, check here ☐

**Part I** Computation of Taxable Wages

1	Total payments (including payments shown on lines 2 and 3) during the calendar year for services of employees	1	
2	Exempt payments. (Explain all exempt payments, attaching additional sheets if necessary.) ▶	2	
3	Payments of more than \$7,000 for services. Enter only amounts over the first \$7,000 paid to each employee. Do not include any exempt payments from line 2. The \$7,000 amount is the Federal wage base. Your state wage base may be different. Do not use your state wage limitation	3	
4	Total exempt payments (add lines 2 and 3)	4	
5	Total taxable wages (subtract line 4 from line 1) ▶	5	

Be sure to complete both pages of this form, and sign in the space provided on page 2.

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form 940 (1999)

DETACH HERE

## Form 940 Payment Voucher

OMB No. 1545-0028

Department of the Treasury  
Internal Revenue Service

Use this voucher only when making a payment with your return.

1999

Complete boxes 1, 2, 3, and 4. Do not send cash, and do not staple your payment to this voucher. Make your check or money order payable to the "United States Treasury". Be sure to enter your employer identification number, "Form 940", and "1999" on your payment.

1	Enter the amount of the payment you are making ▶ \$	2	Enter the first four letters of your last name (business name if partnership or corporation)	3	Enter your employer identification number
<b>Instructions for Box 2</b> -- Individuals (sole proprietors, trusts, and estates) -- Enter the first four letters of your last name. -- Corporations and partnerships -- Enter the first four characters of your business name (omit "The" if followed by more than one word).		4 Enter your business name (individual name for sole proprietors) Enter your address Enter your city, state, and ZIP code			

Form **940-EZ**  
Department of the Treasury  
Internal Revenue Service (99)**Employer's Annual Federal  
Unemployment (FUTA) Tax Return**

► For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

OMB No. 1545-1110

**1999**

Calendar year

1999

Employer identification number

05-

T	
FF	
FD	
FP	
I	
T	

Answer the questions under Who May Use Form 940-EZ on page 2. If you cannot use Form 940-EZ, you must use Form 940.

A Enter the amount of contributions paid to your state unemployment fund. (See separate instructions.) ► \$

B (1) Enter the name of the state where you have to pay contributions . . . . .

CT

(2) Enter your state reporting number as shown on your state unemployment tax return ►

If you will not have to file returns in the future, check here (see Who Must File in separate instructions) and complete and sign the return. . . . . ☐If this is an Amended Return check here . . . . . ☐**Part I Taxable Wages and FUTA Tax**

1 Total payments (including payments shown on lines 2 and 3) during the calendar year for services of employees

1

2 Exempt payments. (Explain all exempt payments, attaching additional sheets if necessary.) ►

2

3 Payments of more than \$7,000 for services. Enter only amounts over the first \$7,000 paid to each employee. Do not include any exempt payments from line 2. The \$7,000 amount is the Federal wage base. Your state wage base may be different. Do not use your state wage limitation. . . . .

3

4 Total exempt payments (add lines 2 and 3) . . . . .

4

5 Total taxable wages (subtract line 4 from line 1) . . . . .

5

FUTA tax. Multiply the wages on line 5 by .008 and enter here. (If the result is over \$100, also complete Part II.)

6

Total FUTA tax deposited for the year, including any overpayment applied from a prior year. . . . .

7

8 Balance due (subtract line 7 from line 6). Pay to the "United States Treasury". . . . .  
If you owe more than \$100, see Depositing FUTA tax in separate instructions.

8

9 Overpayment (subtract line 6 from line 7). Check if it is to be: ☐ Applied to next return, or ☐ Refunded ►

9

**Part II Record of Quarterly Federal Unemployment Tax Liability** (Do not include state liability.) Complete only if line 6 is over \$100.

Quarter	First (Jan. 1 - Mar. 31)	Second (Apr. 1 - June 30)	Third (July 1 - Sept. 30)	Fourth (Oct. 1 - Dec. 31)	Total for year
Liability for quarter					

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and, to the best of my knowledge and belief, it is true, correct and complete, and that no part of any payment made to a state unemployment fund claimed as a credit was, or is to be, deducted from the payments to employees.

REFERENCE COPY PREPARED BY PAYCHEX. DO NOT FILE.

Signature ►

Title (Owner, etc.) ►

Date ►

FORM 940-EZ (1998)

SAMPLE

A GUIDE TO THE  
CODE OF ETHICS FOR  
PUBLIC OFFICIALS AND STATE EMPLOYEES

1998

NOTE: This Guide summarizes only the main points of the Code. For the full text, with all conditions and exceptions, consult Connecticut General Statutes, Chapter 10, Part I. For interpretations of the Code contact the Ethics Commission.

WHO MUST COMPLY: All State officials and employees (except judges), plus sheriffs and deputy sheriffs. NOTE: All officials and employees of the State's Quasi-Public Agencies are included in the Code's definitions of "public official" or "State employee," and are subject to the Code. The provisions on the last page apply to former public officials and State employees.

WHAT STANDARDS DOES THE CODE SET: The ethical rules are contained in Connecticut General Statutes §§1-84 through 1-86. Basically, these sections are intended to prevent one from using public position or authority for personal financial benefit. The principal provisions of §1-84 prohibit:

- Acceptance of outside employment, which will impair independence of judgment as to official duties or require or induce disclosure of confidential information gained in State service. (Generally, outside employment is barred if the private employer can benefit from the State servant's official actions. For example, the individual in his or her State capacity has regulatory or contractual authority over the private entity. A State servant is not prohibited, however, from using his or her expertise for private gain, as long as no provision of the Code is violated in the process);
- Use of public position or confidential information gained in State service for the financial benefit of the individual, his or her family (spouse, child, child's spouse, parent, brother or sister), or an "associated business" (defined to include any entity through which business for profit or not for profit is conducted in which the State servant, or an immediate family member, is a director, officer or owner). (NOTE: There is an exception to this definition, however, for unpaid service as an officer or director of a non-profit entity.);
- Representation of another for compensation, or being a member of a business which represents a client for compensation, before: Banking Department; Connecticut Siting Council; Department of Environmental Protection; Claims Commissioner; office within Consumer Protection Department which carries out duties of the former Department of Liquor Control; Connecticut Real Estate Commission; Department of Public Utility Control; Department of Motor Vehicles; Insurance Department; State Insurance Purchasing Board; Gaming Policy Board; Division of Special Revenue; and Office of Health Care Access. (Excepted from this prohibition are members of boards, commissions, and quasi-public agencies who receive no compensation other than per diem, expenses, or both, and teaching or research professional employees of public institutions of higher education provided their actions are not otherwise in violation of the Code of Ethics.);
- Solicitation or acceptance of anything of value based on an understanding that one's official action will be influenced thereby. (Prohibition applies to candidates and to anyone offering or giving the thing of value);

## **Step #24**

### **Notice of Contract Award**

***Note: If Letter of Intent information is not received, send Contract Award-Missing Info Letter (Attachment #2)***

- 1.0 Call the project manager for available dates for contract signing. Call the Contractor to see if date is o.k. with him/her. Remember, allow one week for Commissioner to sign the Order of Award and the Contract as they may have to go over to the Governor's office for approval.
- 2.0 Fill out the Notice of Contract Award (***Attachment #1***) form and check for accuracy. This form is located in the "CONTRACT DOCUMENTS" FOLDER in the "G" account. It is also located on the second page of this Step.
- 3.0 Please include all Supplemental Bids under "Amount of Contract."
- 4.0 Make copies and distribute. The File copy goes inside the project folder. The project manager copy get a copy of the Bid Proposal form. All others just get a copy of the memo.
- 5.0 On the front of the folder on the bottom of the large stamp under "Notify" insert "P.M." and mark the date sent out to the project manager.

***Note: A set of the project Specs must be delivered to the project manager when Contract Signing Paperwork is brought to them***

– END –

## MEMORANDUM

To: T. R. Anson, Commissioner  
D.P.W. – Room # 427

From: , PSO1  
DPW, Procurement – Room # G-35

Date:

Subject: Notice of Contract Award

Project:

AWARD DATE & TIME:

CONTRACTOR:

AMOUNT OF CONTRACT:      Base Bid:      \$  
   Supplemental #1:  
   Supplemental #2  
   Supplemental #3  
   Total Amt. of Contract      \$                     

COMPLETION TIME:

ADDENDUM #:

xc: P.J. Delahunty, Deputy Commissioner  
Team – (Name)      (Please advise Agency and Architect/Engineer)  
M. Smith Glasper  
P. Nolan  
File



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

Attachment 2



T. R. Anson  
Commissioner

Date

Mr. \_\_\_\_\_, title \_\_\_\_\_  
Contractor:

Dear:

Re:

A contract was awarded to your firm for referenced project on \_\_\_\_\_.

As of this date, you have not completely complied with all the requirements of your bid proposal.

Please submit the following information by (10 days).

1. Insurance certificate for item(s) \_\_\_\_\_ in accordance with Section 4.4.1 of your Bid Proposal form.
2. Letter of Authority in the name of \_\_\_\_\_.
3. Completed Employment Information Form.
4. Wage Certification form signed and sealed along with schedule of prevailing wage rates.
5. Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE). If applicable, return original to this office and retain a copy for your file.
6. On your letterhead, provide us with a listing of all named subcontractors for this project indicating company name and address, and name of contact person.
7. A copy of your "Employer Contribution Return," State of Connecticut Department of Labor (Form UC-2 (Rev. 6/90) ) for the most recent filing period as well as a copy of your Federal Unemployment Tax Return (Form 940), most recently filed.

Continued...

Contractor  
Page 2  
Date

8. Certificate of Eligibility for each of the named Set-Aside Subcontractors, or adequate proof of their status from the Department of Administrative Services. THE RESPONSIBILITY FOR LISTING A QUALIFIED AND CERTIFIED SET-ASIDE CONTRACTOR RESTS SOLELY WITH THE BIDDER AND NOT THE STATE.
9. Letter extending your original bid price to \_\_\_\_\_, the contract award date.

Your prompt attention to this matter is needed to avoid any unnecessary delays in payment for this work.

Please direct any questions you may have to (PSO's name) at (860) 713-5792 5794 5796.

Sincerely,

PSO name  
Purchasing Services Officer 1

xc: Project Manager  
File

(Rev. 3-24-03)

## **Step #25**

### **Construction Red Sign**

- 1.0 Type a clear label for the contractor's name as indicated on the Vendor Data Sheet using the P-touch Pro Labeling System.
- 2.0 Hold the sign until the day of the contract signing.

- END -



*1. duce red sign c 62 to  
to fit at 8 1/2" x 11" papers*

**ALL STATE BOILER WORK, INC.**

**IS AN EQUAL OPPORTUNITY EMPLOYER**

The signer certifies that its practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrade, do not discriminate on grounds of race, color, religion, age, marital status, sexual preference, national origin, creed, ancestry, learning disability, physical disability or blindness, criminal record, past or present history of mental disorder, political belief, mental retardation or sex, and that the signer agrees it will affirmatively cooperate in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment and the terms and conditions of employment under the contract shall be in accordance with the purposes and provisions of Executive Order Number Three.

SIGNATURE OF OFFICER

Complaints regarding unfair practice and/or discrimination may be made by  
calling: Department of Public Works 566-3888  
Commission on Human Rights and Opportunities 566-4895

## **Letters for Contract Signing**

Note: The following must be complete before a contract can be signed:

- Employment information complete
- Affirmative Action Plan approved (If project is over \$500,000)
- Money has been pre-encumbered and funds allotted by B. Sears.
- Subcontractor's Agreements are approved (if needed)

The first memo and letter to go out are the Notice of Contract Award and Letter of Intent.

### **Notice of Contract Award:**

1.0 **Gather materials for the following items (A thru M):**

- A. **Letter of Intent** – copy of letter on top of folder. (Use this as a checklist)
- B. \* **Certificate of Authority (If a Corporation)** – must be dated the same day as the contract signing. **Attachment # B(1)**  
OR  
If a d/b/a - **Certificate of Adoption of Trade Name** (on file with the Town Clerk). **Attachment # B(2)**  
OR  
If a LLC, a **Limited Liability Company Resolution**  
**Attachment # B(3)**  
OR  
If a Partnership, a **Partnership Certificate of Authority**  
**Attachment # B(4)**. *Ask Mary Napoles if we need a Certificate of Adoption of a Trade Name for an LLC or Partnership.*
- C. \* **Performance, and**
- D. \* **Labor and Material Bond** – must be signed and dated the same date as the contract signing (or date P.O. is issued) or after that date, but not before the contract signing date. **(contract cannot be signed without these items)**. Value the same as contract amount.
- E. **Surety Sheet** – to be filled out. **(Can be done later if not complete.)**
- F. **Certificate of Insurance – 5.1 thru 5.5 must be filled out.** Check Bid Release Form to see if additional insurance is needed. (Contractor can provide at a later date.)
- G. **Employer Contribution Return Form** (Employee Qtrly Earnings Report)
- H. **Federal Unemployment Tax Return**

**THE CONTRACTOR BRINGS THE ABOVE TO THE CONTRACT SIGNING.**

***Only if we receive everything we need, then we present the Contractor with the Order of Award, etc.***

- I. **Order of Award – 2 originals – Must include all supplemental bid #s and \$ amounts. Send with the Contract to Commissioner for his signature previous to contract signing.**

- Contractor – 1 copy of the original
- The other original is kept in the project folder.

**and, the**

- J. **\* Contract – 2 originals – Must include all supplemental bid #s and \$ amounts. Send this up to the Commissioner with the Order of Award for his signature previous to contract signing. Call his office to ensure he will be here to sign the Order of Award and the Contract.**

- \* Contractor to sign both contracts ***in blue ink***, if possible (o.k. if not, per Bruce Cornish)
- \* Corporate Seal over name on both contracts
- Contractor – 1 copy of the original
- The other original contract is kept in the project folder.

- K. **Red Sign** – Contractor is to sign it in permanent ink marker.

- L. **Start Date Letter** – Make 2 copies. Contractor signs original and 2 copies. All three go to Construction WITH red sign. Construction will return one copy to us showing the date.

- M. **Contractor to get: Governmental Agency Exemption Certificate** – The PSO fills in the Contractor's name and address on the top 3 lines, the description and project number on the next 3 lines, types in his/her name under the "By" line and signs his/her name on the line, fills in his/her title on the "Title" line and, on the "Dated" line, fills in the date of the contract signing.

- N. Either before or after the contract signing, give the Project Manager a memo for the return of original specifications and plans. Project Manager will sign off as received.

2.0 The Contractor must sign and \*seal those items with an asterisk (\*) beside them in 1.0 above.

***\* Per Bruce Cornish 12-2-99, seals are not required anymore in the State of Connecticut. They are not issuing them anymore. If they have a seal, then they should seal the document.***

PROCEED TO END OF THIS STEP. SEE ITEMS 3.0 AND 4.0.

## **Letter of Intent (A)**

- 1.0 Fill out the Letter of Intent. Must include all Supplemental Bid #s and \$ amounts. Make copies for distribution. Mail original with attachments.
- 2.0 The day of the contract signing, the contractor will bring in the information required. Use our copy of the letter as a checklist.

Once Notice of Contract Award & Letter of Intent are done (In P.C. in Contract Signing Package folder)

Once the Notice of Contract Award memo has been distributed and the Letter of Intent has been mailed with the attachments and distributed, the following memos and letters are to be typed:

- Contract (In P.C. in Contract Signing Package folder)
- Order of Award (In P.C. in Contract Signing Package folder)
- Starting date (In P.C. in Contract Signing Package folder)
- Red Sign (in supply closet, affix label with company's name)
- Governmental Agency Exemption Certificate (In P.C. in After Contract Signing Package folder)
- Contracting Agency Certification Form (In Wage Rate package D.O.L. sent to us)
- Return of Plans & Specs (In P.C. in Contract Signing Package folder)

After Construction Services establishes a start date the following is done:

- CHRO Contract Compliance (In P.C. in After Contract Signing Package folder)

## **PROCEDURES TO BE FOLLOWED FOR ALL OF THE ABOVE:**

### **Contract (J)**

1. Fill in the information. Be sure contractor name, street address, city, state and zip are typed in the first paragraph of the contract. Print 2, two-sided originals. This goes with the Order of Award to Commissioner for his signature. He must sign both originals (in blue pen or ink) and have 2 people sign as witnesses.
2. Hold until the day of the contract signing.

### **Order of Award (I)**

1. Fill in all information. Print 2 originals. This goes with the Contract to Commissioner for his signature. He must sign both letters.
2. Hold until the day of the contract signing.

**Construction Starting Date (L)** (In P.C. in Contract Signing Package folder)

1. Fill in the information and make 2 copies.
2. Hold until the day of the contract signing.

**Return of Original Plans & Specs**

1. Fill in the information on memo and make 2 copies.
2. Hold until the day of the contract signing. Tell Plan Room person to get the original plans and specs read to go to the Project Manager.
3. Take out all Standard Forms and Wage Rates from the original spec before sending to the Project Manager. Leave only the Set-Aside Schedule, Bid Proposal, Advertisement, and then specifications.

**Red Sign (K)**

1. See Step #24 for instructions. Hold until the day of the contract signing.

**Governmental Agency Exemption Certificate (Tax Exemption Form) (M)**

1. Fill in all information.
2. PSO signs and dates form.
3. Make a copy and keep in project folder.
4. Hold the original until the day of the contract signing.

**Contracting Agency Certification Form (O)** (In P.C. in After Contract Signing Package folder)

1. Fill out the information and sign.
2. Hold until the day of the contract signing.

**CHRO Contract Compliance (Step 26)**

1. Fill in the information.
2. Hold until the day of the contract signing.
- 3.0 After all of the items are signed and sealed, walk the Contractor up to Construction Services.
- 4.0 Plan Room person to get Contractor's Plans and Specs ready for contractor.

– END –



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

Contractor:

Attn:

Date:

Re:

Amount:

Dear:

We are preparing the necessary documents required for the contract signing for the above referenced project. The signing will be in Room # G-9A, State Office Building, at (TIME) on (DATE) , upon compliance with the following:

1. The Bidder or an authorized representative must be present, promptly, on the date and time specified.
2. If the Bidder is a Corporation, the authorized representative must submit a Certificate of Authority signed by the Corporate Secretary or another appropriate official, affixed with the Corporate Seal (see sample enclosed).
3. The representative must bring the Corporate Seal with him.
4. Performance and Labor and Material Bonds must be submitted on the forms provided. These bonds must be signed and sealed by an attorney-in-fact for the Surety Co. and properly witnessed. A certified copy of the Power of Attorney is also required.
5. The enclosed Surety Sheet must be properly filled out and returned.
6. Certificates of Insurance, in the required amounts, must be submitted on the forms provided. OUR FORMS ARE THE ONLY ONES WE WILL ACCEPT. ALL SIGNATURES MUST BE ORIGINAL. USE A SEPARATE FORM FOR EACH INSURANCE COMPANY.
7. A copy of your company's "Employer Contribution Return," State of Connecticut Department of Labor (Form UC-2 (Rev. 6/90) ) for the most recent filing period as well as a copy of your Federal Unemployment Tax Return (Form 940), most recently filed are required.

Continued...

Contractor's name

Page 2

Date

8. Enclosed, for your information, is a copy of the Code of Ethics for Public Officials as found in Sections 1-79 through 1-89 of the General Statutes of the State of Connecticut, as amended.

(FAILURE TO FOLLOW THESE INSTRUCTIONS WILL DELAY THE SIGNING OF THE CONTRACT.)

Immediately following the contract signing, a meeting will be held with the Construction Services Section.

Please direct any questions you may have to (PSO's name) at (860) 566-2346.

Sincerely,

---

PSO's name

Purchasing Services Officer 1 or 2

xc: Project Manager

A. Maurice

File

Enclosures

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, the undersigned, do hereby certify that I am  
(Name of Certifying Officer)

the \_\_\_\_\_ of \_\_\_\_\_, a  
(Title of Certifying Officer) (Name of Corporation)

\_\_\_\_\_ corporation, and that the following resolution  
(State of Incorporation)

was duly adopted on \_\_\_\_\_, 19 \_\_\_\_\_, at a duly called and  
(Date of Adoption of Resolution)

held meeting of the Board of Directors of said corporation:

Resolved, that \_\_\_\_\_, in \_\_\_\_\_ capacity as  
(Name of Signer of Contract or Amendment to Contract) his/her

\_\_\_\_\_ of \_\_\_\_\_, is fully  
(Title of Signer of Contract or Amendment to Contract) (Name of Corporation)

authorized to execute and sign on behalf of the corporation all bonds and contract

documents in connection with the \_\_\_\_\_ and to  
(Project Title and Number)

affix the Corporate Seal on such documents.

I do further certify that the above resolution has not been amended or  
revoked and is now in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
(Date above must be the same as the contract signing date)

Affix Corporate Seal Here

\_\_\_\_\_  
(Signature of Certifying Officer)



# LABOR AND MATERIAL BOND

**Know all men by these presents**

THAT..... of the  
Town of....., County of.....and  
State of....., as Principal (hereinafter called the Principal), and.....

(a surety company authorized to transact business in the State of Connecticut), as Surety (hereinafter called the Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the

Obligee) in the full penal sum of.....

(\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this.....day of.....A. D. 19.....

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the.....day of.....A. D. 19....., which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

(OVER)

# PERFORMANCE BOND

**Know all men by these presents**

THAT ..... of the  
Town of ....., County of ..... and  
State of ....., as Principal (hereinafter called the Principal), and .....

(a surety company authorized to transact business in the State of Connecticut), as Surety (hereinafter called the Surety), are held and firmly bound unto the State of Connecticut (hereinafter called the

Obligee) in the full penal sum of .....

(\$.....) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this ..... day of ..... A. D. 19.....

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the ..... day of ..... A. D. 19....., which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract, as it may be extended, modified or altered, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

(OVER)

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS  
BIDDING & CONTRACTS UNIT – ROOM G-9A  
STATE OFFICE BUILDING  
165 CAPITOL AVENUE  
HARTFORD, CT 06106

SURETY SHEET

A. SURETY COMPANY

Name of Surety Co.:

\_\_\_\_\_

Address of Home Office:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

B. AGENT

Name of Agency:

\_\_\_\_\_

Address of Agency:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attorney-In-Fact:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Project No.:

\_\_\_\_\_



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

Contractor:

Re: Order of Award

Attn:

Date:

Dear

After a review of all bids submitted in response to Invitation to Bid dated \_\_\_\_\_ for and in connection with the above subject project, I find, determine and declare that your firm is the lowest responsible qualified bidder for the work to be done under this project.

Therefore, in accordance with the authority vested in me, I hereby award to \_\_\_\_\_ the contract for the above work for the sum of \$ \_\_\_\_\_ as set forth in its proposal.

Sincerely,

\_\_\_\_\_  
Bruce Cornish  
Chief Financial Officer  
Department of Public Works  
Room G-9A

BC:das

cc: Comm. T. R. Anson  
Dep. Comm. P.J. Delahunty  
P.M. - Team  
R. Smith  
A. Maurice  
Contract  
DOL - w/attachment  
Agency (only if Agency)

## CONTRACT

CONTRACT FOR:

Dated as of \_\_\_\_\_ by and between the State of Connecticut (herein called the "State") acting herein as its Chief Financial Officer, Department of Public Works under the provisions of Section 4-8 and subsection (a) of Section 4b-1, the General Statutes of Connecticut, as revised, and (herein called the "Contractor").

WITNESSETH, that the State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

### 1. CONTRACT AND CONTRACT DOCUMENTS

The Invitation for Bids, the enumerated Plans, the Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Public Works, Order of Award, which Order is made a part of this Contract, the General Conditions, the General Requirements, the Contract and the Bonds shall form part of this Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Invitation for Bids, the enumerated Plans, Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Public Works, the General Conditions, the General Requirements, the Bonds, the Notice to Bidders, the Wage Scales, the Supplementary Conditions, and the Insurance Certificates.

### 2. SCOPE OF THE WORK

The Contractor shall furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable Plans, Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following is an enumeration of the Plans, Specifications, and Addenda:

PLANS: Prepared by:

SPECIFICATIONS:

ADDENDA:

4. COMPENSATION TO BE PAID THE CONTRACTOR

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of: Dollars 00/100.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Chief Financial Officer, Department of Public Works for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day any year first written.

ATTESTED BY:

STATE OF CONNECTICUT

WITNESS: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Bruce Cornish  
Its Chief Financial Officer  
of the Department of Public Works

Date Signed: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Print Name: \_\_\_\_\_

SEAL  
(Type in Name of Contractor Here)

Approved as to form:

By: \_\_\_\_\_

Its \_\_\_\_\_, Duly Authorized

\_\_\_\_\_  
Attorney General

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

T. R. Anson  
Commissioner

I HEREBY CERTIFY: that this agency is exempt pursuant to §12-412(1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

(Contractor's name here)

(Contractor's full address here)

will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of Property or Service(s):

(Description of project here)

(Project No. here)

All subcontractor services provided under your contract with the State of Connecticut are not exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or (860) 297-5962.

Purchaser: Department of Public Works  
(Name of Agency)

Tax Exempt. Number: 06-6000798-1326  
(see attachment)

By (PSO signs on this line) Title Purchasing Services Officer 1 or 2  
(PSO name here) (PSO's title here)

Address: 165 Capitol Avenue  
Hartford, CT 06106

Dated (date of contract signing), 1999 at Hartford, CT

C  
ONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, Jan Young, acting in my official capacity as Purchasing Services Officer II  
authorized representative title  
for DEPARTMENT OF PUBLIC WORKS, located at 165 CAPITOL AVENUE, HARTFORD, CT 06106 RMG-9/  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

\_\_\_\_\_, located at \_\_\_\_\_  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109



STATE OF CONNECTICUT  
PUBLIC WORKS DEPARTMENT

DATE: 2/25/99

ACKNOWLEDGEMENT OF EXECUTION OF FORMAL CONTRACTS  
AND ORDER TO COMMENCE WORK

THIS WILL ACKNOWLEDGE EXECUTION OF FORMAL CONTRACT  
ON PROJECT: Chiller Relocation - BI-JA-173-C-1

As of 2/25/99

NAME Robert Malachuk CONTRACTOR'S NAME FIRM  
BY: Michael J. Jones PERSON signing

FROM PUBLIC WORKS DEPARTMENT

DO NOT FILL IN BELOW THIS LINE -

Work on the above project is to be started MARCH 20, 1999

BY: Robert Malachuk Project Manager Andre Maurice or  
P.M. will sign here

## Step #27

### CHRO Contract Compliance Information

- 1.0 After a contract has been signed and a starting date has been established, type the CHRO Contract Compliance Information memo (**Attachment #1**). This form is located in the "CONTRACT DOCUMENTS" FOLDER in the "G" account.
- 2.0 Make a copy of this memo. Send the original CHRO Contract Compliance Information memo to Marcia Smith Glasper with the Employment Information Form (EIF), etc. (send the originals). Put the file copy in the project folder.
- 3.0 Make six (6) of the Order of Award Letter for distribution (**Attachment #2**). Hold original for Attorney General, Procurement's copy goes in book.
- 4.0 Send one copy of the Order of Award Letter to the Department of Labor along with a copy of the Contractor's Wage Certification Form and the Wage Rate Package being held in the Wage Rates folder (if not already sent to D.O.L.) and a copy of the completed Contracting Agency Certification Form.  
  
Send one copy of the Order of Award to CHRO with Bruce Cornish's memo, "Contract Award – Part II, Chapter 60 C.G.S." (**Attachment #4**), if there is one. *(PSO should type this memo for B. Cornish's signature only after the contract has been awarded as long as it has been 60-days after the G.C.'s Affirmative Action Plan has been sent to CHRO.)*
- 5.0 Insurance Forms – Highlight date of expiration and project number and file a copy in the appropriate insurance file folder in gray cabinet and place the original insurance form in the project folder. Send a copy to the Project Manager.
- 6.0 Type a memo re project attachments (**Attachment #3**) and send to the Project Manager. If a Construction Administrator (C.A.) oversees the project, copy the C.A. on memo and send him/her a copy.
- 7.0 Send two(2) copies of the Plans and Specs to Archives in the basement.
- 8.0 Prepare binder for the A.G. (**Step #28**).

– END –

## **MEMORANDUM**

To: M. Smith Glasper, Office of Diversity Programs  
DPW – Room # 477

From: , PSO 1  
DPW, Procurement – Room # G-35

Date:

Subject: **CHRO Contract Compliance Information**

Project: Project Name  
Project #

Amount:

Duration:

Date of Award:

Starting Date:

### **CONTRACTOR**

Name:

Telephone:

Contact Person:

### **DOCUMENTS ATTACHED**

1. Employment Information Form
2. Subcontractor listing (projects w/estimated cost of \$250,000 or more)
3. Affidavit for Certification of Subcontractors as MBE's

cc: File

(Rev. 3-25-03)



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

Date

Mr. \_\_\_\_\_, title  
Contractor name  
Street Address  
City, State, Zip

Dear:

Re: Order of Award  
Project Description  
Project No.:

After a review of all bids submitted in response to Invitation to Bid dated \_\_\_\_\_ for and in connection with the above subject project, I find, determine and declare that your firm is the lowest responsible qualified bidder for the work to be done under this project.

Therefore, in accordance with the authority vested in me, I hereby award to (contractor's name and full address and zip code), the contract for the above work for the sum of \$ \_\_\_\_\_, which includes the Base Bid of \$ \_\_\_\_\_, plus Supplemental Bid #1 - \$ \_\_\_\_\_, plus Supplemental Bid #2 - \$ \_\_\_\_\_, as set forth in its proposal.

Sincerely,

T. R. Anson  
Commissioner

TRA:

cc: Dep. Comm. P.J. Delahunty  
D. Busanet  
P.M.'s name - Team  
Procurement  
DOL - w/attachment

## MEMORANDUM

To: , Project Manager  
DPW, Team – Room #

From: PSO Name  
DPW, Procurement – Room # G-35

Date:

Subject: (Project description)  
Project No.:

---

Attached you will find copies of the following information regarding the above project:

1. Order of Award
2. Executed Contract
3. Labor and Material and Performance Bonds
4. Insurance Certificate
5. Surety Form
6. Employer Contribution Return – Copy (Federal & State)

These are being forwarded to you for your information.

Attachments

xc: File



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

**PRINT THIS ON DPW LETTERHEAD.**  
(This is hidden text and will not print.)

DATE:

Attachment 4

TO: Cynthia Watts Elder, Executive Director  
Commission on Human Rights and Opportunities  
21 Grand Street  
Hartford, CT

FROM: Bruce B. Cornish, Chief Financial Officer

SUBJECT: Contract Award - Part II, Chapter 60 C.G.S.  
Compliance with Sec. 46a-68d.

Connecticut General Statute Sec. 46a-68d provides that "After a bid has been accepted but before a contract is awarded, the successful bidder shall file and have approved by the commission an affirmative action plan." The statute further provides that "The commission shall review plans submitted pursuant to this section within sixty days of receipt and either approve, approve with conditions or reject such plan."

CHRO staff has advised me that we may proceed to award a contract upon expiration of the 60-day review period.

This is to confirm that the below listed construction contract has been awarded following expiration of the 60-day period:

Project Name:	
Project #:	
Contractor:	

I have enclosed a copy of the "Order of Award" for your information.

You may contact me @ 860-713-5760 if you have any questions regarding this correspondence.

cc: Commissioner Anson  
D. Busanet

## Step #28

### Attorney General Approval

***After the contract has been signed and everything is in order it is time to prepare a binder to go to the Assistant Attorney General.***

- 1.0 Put together a binder with the following items (should be the originals) in this exact order:
1. Specifications
  2. Addendums
  3. Time Extension (the most current letter)
  4. Bid Proposal Form
  5. Bidder's Qualification Statement and all attachments
  6. Set-Aside Contractor Schedule & copy of Certificates of Eligibility
  7. CHRO letter (G.C.'s letter to CHRO, and CHRO's approval of their A.A. Plan or Bruce Cornish's memo to Cynthia Watts Elder, CHRO, re Contract Award (Step 27 - attachment #4).
  8. Any irregularities to the Contract
  9. Certificate of Authority (if a corporation), or  
Certificate of Adoption of Trade Name to be filed with Town Clerk (if a d/b/a), or  
Partnership Certificate of Authority (if a partnership), or  
Limited Liability Company Resolution (if an LLC)
  10. Contract
  11. Order of Award
  12. Bonds, riders, and Power of Attorney (not Standard Bid Bond)
  13. Insurance Certificate (do not include the Surety Sheet)

***Note: We will need current Set-aside Certificates of Eligibility for package we send to A.G. It's o.k. as long as it was current when the contract is signed.***

Explanations of above:

Item # 3 – Time Extension – the most current letter.

Item # 8 – Irregularities to Contract – Memo to B. Cornish with approval. ***E.G., irregularities in the bid filing; a technical omission, deletion, addition to the Bid Proposal.***

Item #10 – Contract – type: "Approved, Attorney General and date" as follows:

APPROVED:

NAME

ATTORNEY GENERAL

DATE:

Item #13 – Insurance Certificate – must have original signatures. Must always have coverage as stated on the ACORD form. Check the signature on the contract and the bonds and make sure the person is authorized to sign, per the Letter of Authority. Original is put in the binder for the Attorney General, a copy is to be put in the insurance file in project number order.

- 2.0 Type the project name and number on a label and affix it to the hard cover binder. Also type a return label.
- 3.0 On the front of the project folder at the lower right-hand corner of the large stamp, write "binder completed and the date".
- 4.0 All the documents for the low bidder that are under the paper clip can be stapled together. If there are two (2) folders combine them into one. The only thing disposed of from the other bidder's folder is their Bidder's Qualification Statement and attachments. Keep all of their other paperwork and staple to their bid envelope and put at the back of the project folder. We will only have one folder now. File the folder. If the binder does not go to the A.G.'s office immediately put that binder in front of the project folder in the file.
- 5.0 Two forms must accompany the binder when it goes to the Attorney General's office.
  1. On the interdepartmental memo (**Attachment #1**) (in the P.C. in the After Contract Signing Package folder), put the project name and numbers. Check off each item on the memo that is included. Make a copy of this memo and put it in the book.
  2. On the contract/lease face sheet (**Attachment #2**), put the date, the contractor's name, city and state, the contract date (the day the contract was signed) and the project number.

When we get the signed copy from the Attorney General, throw out the other one and replace it with this. Also, put the number assigned by the Attorney General's office on this memo.

- 6.0 Place the project folder in the filing system until the final payment is actually done.

– END –



## MEMORANDUM

**TO:** Michael A. Arcari, Assistant Attorney General  
55 elm Street Annex, Hartford, CT

**FROM:** PSO's name, Purchasing Services Officer 1 or 2  
DPW, Bidding & Contracts, Room G-9A

**DATE:**

**SUBJECT:** Transmittal of contract documents for project

**PROJECT:** (Project Description)  
(Project No.)

Documents included:

- ( ) Specifications
- ( ) Addendum/Addenda
- ( ) Time Extension
- ( ) Proposal
- ( ) Bidder's Qualification Statement and All Attachments
- ( ) Set-Aside Contractor Schedule & Copy of Certificates
- ( ) CHRO Letter
- ( ) Any Irregularities to the Contract
- ( ) Letter of Authority
- ( ) Contract
- ( ) Order of Award
- ( ) Bonds, Riders & Power of Attorney
- ( ) Insurance Certificate

*Will get at  
contract signing*

Attachments

cc: File



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

### MEMORANDUM



T. R. Anson  
Commissioner

### BIDDING & CONTRACTS

TO: Michael A. Arcari, Assistant Attorney General  
55 Elm Street Annex, Hartford, CT

FROM: Jan Young, Purchasing Services Officer II  
165 Capitol Avenue, Hartford, CT Room G-9A 566-7199

DATE:

SUBJECT: Transmittal of contract documents for project:

#### Documents included:

- ☒ Specifications
- ☒ Addendum/Addenda
- ☐ Time Extension
- ☒ Proposal
- ☒ Bidder's Qualification Statement & all Attachments
- ☒ Set-Aside Contractor Schedule & Copy of Certificate/s
- ☐ CHRO Letter
- ☐ Any Irregularities to the Contract
- ☒ Letter of Authority
- ☒ Contract
- ☒ Order of Award
- ☒ Bonds, Riders & Power of Attorney
- ☒ Insurance Certificate

*Sample*


#### attachments:

File  
Gail Blythe

566-2346

DEPARTMENT <b>DEPARTMENT OF PUBLIC WORKS</b>		DIVISION <b>BIDDING &amp; CONTRACT</b>		DATE <b>3/3/99</b>	
CT PERSON <b>JAN YOUNG</b>		TITLE <b>PURCHASING SERVICES OFFICER II</b>		PHONE NO. <b>566-7199</b>	

<b>DESCRIPTION OF CONTRACT OR LEASE</b>	CONTRACTOR OR LESSOR <b>Pondview Construction Co.</b>				
	IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO <small>(If current, attach statement from agency head attesting to his/her availability)</small>			CONTRACT OR LEASE PERIOD:	FROM <b>9 / 22 / 98</b> TO <b>/ /</b>
	TYPE OF CONTRACT OR LEASE <input type="checkbox"/> AMENDMENT OF EXISTING CONTRACT/LEASE <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> NEW				
	Complete below where applicable			THIS CONTRACT OR LEASE	PRIOR CONTRACT OR LEASE
	FREQUENCY: <input type="checkbox"/> HOURS <input type="checkbox"/> VISITS (length) <input type="checkbox"/> OTHER (Specify)				
	RATE: IF CONTRACT PER <input type="checkbox"/> HOURS <input type="checkbox"/> PER VISIT <input type="checkbox"/> OTHER (Specify)			\$	
	IF LEASE <input type="checkbox"/> PER SQUARE FOOT <input type="checkbox"/> OTHER (Specify)			\$	
	FUNDING: General			\$	
	Other:			\$	
	TOTAL COST			\$	
IS THIS CONTRACT/LEASE "RETRO-ACTIVE"? (If Yes, attach explanation) <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>EXPLANATION OF COST INCREASE (if applicable)</b>					
<b>REASON FOR CONTRACT OR LEASE</b>	CONSTRUCTION CONTRACT PROJECT NO.: BI-Q-540 AMOUNT: \$229,226.00				
<b>PROPOSALS OR BIDS</b>	ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES? (If YES, explain why not being utilized) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? (If YES, briefly summarize on an attached sheet) (If NO, explain why not) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
<b>ANALYST RECOMMENDATION</b>	<b>FOR USE OF OFFICE OF POLICY AND MANAGEMENT ONLY</b>				
	ARE FUNDS AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IS THERE A NEED FOR SERVICE/LEASE? <input type="checkbox"/> YES <input type="checkbox"/> NO		MANAGEMENT DIVISION IF APPLICABLE <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached
					BUDGET DIVISION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached
					
ANALYST		DATE	SECTION DIRECTOR	DATE	EXECUTIVE BUDGET OFFICER

Sample  
Project Folder  
Labels  
Step 27

2.0

Replacement of Boiler #3  
Southbury Training School  
(DPW Building No. 56490)  
Southbury, Connecticut

Project No.: BI-B-331

} Affix label to  
center block on  
project binder.

2.0

Please return to:

State of Connecticut  
Dept. of Public Works  
Bidding & Contracts Unit  
165 Capitol Ave., Rm G-9A  
Hartford, CT 06106  
Attn: Dolores Schroeder

} Affix label to  
lower right-hand  
corner on project binder.

\$ 611,000 - \$ 675,000  
 \$ 28.00

Rec'd 2/3/99

PROJECT FOLDER			
	DATE		DATE
	TO	FR	RETURN
			REQ.
DRAWINGS	2-4-99	2-18-99	2-11-99
WAGE RATES	2-4-99	2-11-99	2-11-99
PROPOSAL	2/5		
ADM. 99-21/22	2/5	2/19	3/17
	2/5		
PRINT SHOP	2/11	2/18	2/18
EO3-1	4/9	4/28	4/23
INTENT	5/27		
SC LETTER	5/12	5/26	5/28
AA LETTER	4/9	5/10	5/7
NOTIFY.			
CONSTR.	6/1/99		
D & R			
AGENCY			
Pre-bid	2/4	2/5	2/8

50

SET ASIDE  
SCHEDULE

WAGE CGET.  
SENT TO D.O.L.  
4/20/99

4/9 - 4/28 - 4/23  
 Note: 4/11; 4/14; 4/17; 4/20; 4/23  
 1 DATA SHEET

Binder completed 6/17/99  
 Addendum #1 - 3/11/99

**DATE**  
 BOND COMM. \_\_\_\_\_  
 EXPIRE 5-17-99  
 RECOMMEND 4-6-99  
 AVAILABLE 5-4-99  
 CONTRACT 6-7-99

5-25-99

Allstate Builders  
 Work, Inc.  
 \$ 583,241

## **Step 29**

### **Letters to Extend Bid Price**

- 1.0 A contract should be awarded within 60 days after the opening of bids. If for some reason it will not be awarded within 60 days, a letter is sent to the apparent low bidder requesting that they extend their original bid price.

We may send out one of the following three (3) letters.

- 1<sup>st</sup> Extension of Bid Price letter (**Attachment #1**)  
(usually request 60 days)
- 2<sup>nd</sup> Extension – Funds letter (**Attachment #2**)  
(usually request 60 days)
- 2<sup>nd</sup> Extension – No Funds letter (**Attachment #3**)
- Letter to Extend Bid Price – Missing Paperwork  
(**Attachment #4**)

- 2.0 The original letter goes to the apparent low bidder and a copy goes on the outside of the folder.
- 3.0 On the front of the folder next to the bottom stamp a line is drawn. When the apparent low bidder responds that date is written on top of the line. The first extension line is **black**. Subsequent extension lines are red.
- 4.0 On the Status Report underneath the line of 60 days exp., write the date the low bidder responds there.
- 5.0 The Contractor needs to respond in writing.

- END -



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

### 1<sup>st</sup> Extension of Bid Price letter

In "G" account in PC

Click on DIV O BID FORMS MASTER

Click on "BID PRICE FUNDS" Folder



T. R. Anson  
Commissioner

General Contractor

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

Your bid on referenced project was opened on (date) . Connecticut General Statutes, Section 4b-91(a) requires that a contract award shall be made within 60 days after the opening of bids.

It appears that the necessary funds to award a contract for this project will not be available within this time period.

Therefore, we are requesting that you extend your original bid price, in writing, until (date) , at which time we anticipate that the funds should be in place and an award may be made.

Thank you for your cooperation in this matter.

Please direct any questions you may have to (PSO's name).

Sincerely,

---

PSO Name  
Purchasing Services Officer 1 or 2  
Bidding & Contracts Department

xc: (name) , Project Manager  
File

(Rev. 3/99)



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS



### 2<sup>nd</sup> Extension – Funds letter

In "G" account in PC

Click on DIV O BID FORMS MASTER

Click on "BID PRICE FUNDS"

**T. R. Anson**  
Commissioner

General Contractor

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

*The submission & review of all information required to award the referenced contract will not occur by \_\_\_\_\_, The necessary funds were not available to award a contract by (date), your agreed extension date.*

*your agreed extension date.*

Therefore, we are requesting that you further extend your original bid price, in writing, to (date). The funds are in place and an award may be made on or before this date. *(or we may need S/C Agreements)*

Your cooperation is appreciated and we apologize for any inconvenience this delay may have caused.

Please direct any questions you may have to (PSO name).

Sincerely,

\_\_\_\_\_  
PSO Name  
Purchasing Services Officer 1 or 2  
Bidding & Contracts Department

xc: Project Manager  
File

(Rev 3/99)





# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

2<sup>nd</sup>. Extension – No Funds letter

In "G" account in PC

Click on DIV O BID FORMS MASTER

Click on "BID PRICE FUNDS" Folder



T. R. Anson  
Commissioner

General Contractor

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

It appears the funds will not be available to award this contract by (date) , your agreed extension date.

Therefore, we are requesting that you further extend your original bid price, in writing, to (date) . We expect that the funds will be in place and an award made on or before this date.

Your cooperation is appreciated and we apologize for any inconvenience this delay may have caused.

Please direct any questions you may have to (PSO name).

Sincerely,

---

PSO Name  
Purchasing Services Officer 1 or 2  
Bidding & Contracts Department

xc: Project Manager  
File

(Rev. 3/99)



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

Contractor:

Re:

Project No:

Attn:

Date:

Dear :

Your bid on referenced project was opened on Date, Connecticut General Statutes, Section 4b-91(a) requires that a contract award shall be made within 60 days after the opening of bids.

It appears that the necessary paperwork to award a contract for this project will not be completed within this time period.

Therefore, we are requesting that you extend your original bid price, in writing, until Date, at which time we anticipate that the necessary paperwork should be completed and an award may be made.

Thank you for your cooperation in this matter.

Please direct any questions you may have to PSO Name at (860) 566-2346.

Sincerely,

\_\_\_\_\_  
PSO Name

xc: Project Manager  
File

(Rev. 3/99)



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

Attachment #5  
Extension of Bid Price -  
Funds - Missing Paperwork  
o.k.



T. R. Anson  
Commissioner

All State Boiler Work, Inc.  
P.O. Box 805  
Farmington, Ct 06034

Attn: Mr. Edward Corson, Jr.,  
Project Manager

Re: Replacement of Boiler No. 3  
Southbury Training School  
(DPW Building No. 56490)  
Southbury, CT  
Project No: BI-B-331

Date: May 21, 1999

Dear Mr. Corson:

Your bid on referenced project was opened on March 17, 1999. Connecticut General Statutes, Section 4b-91(a) requires that a contract award shall be made within 60 days after the opening of bids.

It appears that the necessary paperwork to award a contract for this project will not be completed within this time period.

Therefore, we are requesting that you extend your original bid price, in writing, until July 19, 1999. The funds are in place and we anticipate that the necessary paperwork should be completed and an award may be made on or before this date.

Thank you for your cooperation in this matter.

Please direct any questions you may have to Dolores Schroeder at (860) 566-2346.

Sincerely,

Dolores Schroeder  
Purchasing Services Officer 1  
Bidding & Contracts Department

xc: Richard Colbert, Project Manager  
File

Step 28

249,000 - \$274,000 -  
 \$34.00

PROJECT FOLDER			
	DATE		
	TO	FR	REQ.
DRAWINGS	1/21/99	1/25	1/28
WAGE RATES	1/21	1/29	1/28
PROPOSAL	1/22		
ADV. 99-18/19	1/22	ADV DATE 2/5	BID OPEN 3/10
SET-ASIDE	1/22		
PRINT SHOP	1/29		2/5
EO 3-1	3/23	4/5	4/6
INTENT			
S/C LETTER			
AA LETTER	3/23	CHRO	4/28
NOTIFY			
CONSTR.			
D & R			
AGENCY			
OTHER			

Rec'd 12/14/98

50

3/23 4/5 4/6  
 (w/c, e/m, s/c, f/e/m)

Pre-bid 1/21 1/22 1/25

Addendum #1 - 2/19/99  
 Addendum #2 - 3/1/99

Step 28,  
 Item 3.0

DATE  
 BOND COM. \_\_\_\_\_  
 EXPIRE 5-10-99  
 RECOMMEND 3-18-99  
 AVAILABLE \_\_\_\_\_  
 CONTRACT \_\_\_\_\_

Insert line here for  
 each bid extension  
 Write date low bidder responds

1st extension line is  
 a black line.

the extension line  
 after the 1st line  
 are red lines.

## **Step 30**

### **Claims Letters**

A claim may be filed against a Contractor on a project.

1.0 We would send out the following three (3) letters.

- Alleged Claim to Contractor (***Attachment #1***)
- Alleged Claim to Surety (***Attachment #2***)
- Response to Claimant (***Attachment #3***)

***– END –***



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

### Alleged Claim to Contractor letter

In "G" account in PC

Click on DIV O BID FORMS MASTER

Click on the "CLAIMS LETTERS" Folder



**T. R. Anson**  
*Commissioner*

General Contractor

Re: (Project Name)  
(Project Number)

Date:

Gentlemen: (Use name from letter)

Enclosed is a copy of a letter dated (date) from (Claimant)  
regarding an alleged claim on the above referenced project, in the amount of  
\$

By copy of letters of this date to the Surety Company and the claimant, all parties  
are hereby notified.

Sincerely,

---

PSO Name  
Purchasing Services Officer 1 or 2  
Bidding & Contracts Department

cc: Project Manager  
~~A. Maurice~~  
Claimant  
Surety  
File

Enclosure

(Rev. 3/99)



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

### Alleged Claim to Surety letter

In "G" account in PC

Click on DIV O BID FORMS MASTER

Click on the "CLAIMS LETTERS" Folder



**T. R. Anson**  
*Commissioner*

Insurance Company (from Surety Sheet)

Attn: Bond Department

Re: (Project Name)  
(Project Number)

Date:

Gentlemen: (Use name from Surety Sheet)

For your information, as Surety for the General Contractor for the above project, we are enclosing a copy of a letter from (Claimant Name) dated relative to an alleged claim in the amount of \$..... against (G. C. name).

By copy of this letter we are advising (Claimant Name) of our action.

Sincerely,

---

Dept. Supervisor's Name  
Purchasing Services Officer 2  
Bidding & Contracts Department

cc: Dep. Comm. P. J. Delahunty  
Project Manager  
~~A. Maurice~~  
Claimant  
File

Enclosure

(Rev. 3/99)



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

### Response to Claimant letter

In "G" account in PC

Click on DIV O BID FORMS MASTER

Click on the "CLAIMS LETTERS" Folder



**T. R. Anson**  
*Commissioner*

Subcontractor (Claimant)

Re: (Project Name)  
(Project Number)

Date:

Gentlemen: (Use name from file)

We have received your letter of (date) regarding an alleged claim in the amount of \$ against (G.C. name), the General Contractor on the above referenced project.

Our procedure in such a case is to advise the Surety Company of the claim and to advise the General Contractor of our actions which we have done. Copies of letters dated (date) to the (Insurance Co. name) and (G.C. name) are attached.

For your information, we are enclosing a copy of Sections 49-41a and 49-42 of the Connecticut General Statutes, regarding payments by the General Contractor and how a subcontractor brings suit on the General Contractor's bond.

Sincerely,

---

Dept. Supervisor's Name  
Purchasing Services Officer 2  
Bidding & Contracts Department

cc: Dep. Comm. P. J. Delahunty  
Project Manager  
~~A. Maurice~~ (w/attachment)  
File

Enclosure

(Rev. 3/99)



## **Miscellaneous Letters**



**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC WORKS**

**Contract Amendment Letter**  
In "G" account in PC  
Click on DIV O BID FORMS MASTER  
Click on "CONTRACT DOCUMENTS" Folder



**T. R. Anson**  
*Commissioner*

Contractor:

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

Enclosed find two (2) copies of amendment to contract of above referenced project authorizing a reduction in retainage withheld.

Please sign, seal and return both copies, along with your letter of authority for signatory signed by the corporate secretary or other appropriate official.

Your prompt attention to this matter will help to facilitate future payments on this project.

Sincerely,

---

PSO's name here  
Purchasing Services Officer 1 or 2

cc: Project Manager  
File

Enclosures: 2

(Rev. 3/99)

AN AMENDMENT TO CONTRACT DATED  
(INSERT DATE)  
BETWEEN THE STATE OF CONNECTICUT AND

(INSERT CONTRACTOR'S NAME)  
FOR

COMPLETE PROJECT DESCRIPTION

PROJECT NO.:

Article #28, Partial Payments, of the General Conditions of the above-entitled contract, is hereby amended so that the retained percentage is reduced from \_\_\_\_\_% of the estimated amount of each partial payment for the work to a lump sum of \$\_\_\_\_\_.

The work on this contract is \_\_\_\_\_% complete.

In the instant case it would work a hardship on the contractor to withhold the above mentioned \_\_\_\_\_% retainage sum until the work has been completed. Both parties to the contract have afforded adequate and valuable consideration in regard to the amendment of Article #28.

The \$\_\_\_\_\_ amount retained is adequate to protect the State's interest and, in view of the fact that all other work has been completed satisfactorily, and in addition thereto, the consent of the Surety Company to this procedure having been obtained, the Department of Public Works Chief Financial Officer is agreeable to a reduction of the retainage from the aforementioned \_\_\_\_\_% retainage sum to a lump sum of \$\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTESTED BY:

STATE OF CONNECTICUT

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Bruce Cornish  
Its Chief Financial Officer  
of the Department of Public Works

Date Signed: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Print Name: \_\_\_\_\_

SEAL

(Type in Name of Contractor Here)

Approved as to form:

By: \_\_\_\_\_  
Its \_\_\_\_\_, Duly Authorized

\_\_\_\_\_  
Attorney General

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

Contract Award – Missing Info  
In "G" account in PC  
Click on DIV O BID FORMS MASTER  
Click on "CONTRACT DOCUMENTS" Folder



T. R. Anson  
Commissioner

Contractor:

Attn:

Date:

Re:

Dear:

A contract was awarded to your firm for referenced project on \_\_\_\_\_.

As of this date, you have not completely complied with all the requirements of your bid proposal.

Please submit the following information by (10 days).

1. Insurance certificate for item(s) \_\_\_\_\_ in accordance with Section 4.4.1 of your Bid Proposal form.
2. Letter of Authority in the name of \_\_\_\_\_.
3. Completed ~~E.O. 3-1 form~~ *EIF form*.
4. Wage Certification form signed and sealed along with schedule of prevailing wage rates.
5. Contractor's Minority Business Enterprises Utilization Form and Affidavit in triplicate. Send original to CHRO Contract Compliance Unit, 90 Washington Street, Hartford, CT 06106, return a copy to this office and retain a copy for your file.
6. On your letterhead, provide us with a listing of all named subcontractors for this project indicating company name and address, and name of contact person.
7. A copy of your "Employer Contribution Return," State of Connecticut Department of Labor (Form UC-2 (Rev. 6/90) ) for the most recent filing period as well as a copy of your Federal Unemployment Tax Return (Form 940), most recently filed.

Continued...

Contractor's name

Page 2

Date

8. Certificate of Eligibility for each of the named Set-Aside Subcontractors, or adequate proof of their status from the Department of Administrative Services. THE RESPONSIBILITY FOR LISTING A QUALIFIED AND CERTIFIED SET-ASIDE CONTRACTOR RESTS SOLELY WITH THE BIDDER AND NOT THE STATE.
9. Letter extending your original bid price to \_\_\_\_\_, the contract award date.

Your prompt attention to this matter is needed to avoid any unnecessary delays in payment for this work.

Please direct any questions you may have to (PSO's name) at (860) 566-2346.

Sincerely,

\_\_\_\_\_  
PSO's name  
Purchasing Services Officer 1 or 2

xc: Project Manager  
File



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC WORKS

Reduc Retainage Acknow to Contractor  
In "G" account in PC  
Click on DIV O BID FORMS MASTER  
Click on "CONTRACT DOCUMENTS" Folder



Contractor:

T. R. Anson  
Commissioner

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

Your request for a reduction in retainage was reviewed by our Construction Services Section, <sup>AND</sup> is hereby approved to a lump sum of \$ \_\_\_\_\_.

You are now instructed to submit your requisition through usual channels, and upon receipt in this office we shall seek approval of your Surety Company.

When the approval is received, we will then prepare a contract amendment for the approval of the Office of the Attorney General. When the amendment is completed you will be contacted.

Sincerely,

\_\_\_\_\_  
PSO's name here  
Purchasing Services Officer 1 or 2

cc: Project Manager  
A. Maurice  
File

(Rev. 3/99)



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

- Reduc Retainage to Surety Co.

In "G" account in PC  
Click on DIV O BID FORMS MASTER  
Click on "CONTRACT DOCUMENTS" Folder



T. R. Anson  
Commissioner

Surety Company

Attn:

Re: (Project Name)  
(Project Number)

Date:

Gentlemen:

We have been requested by the Contractor to reduce the retainage on the above referenced project. A reduction in retainage to a lump sum of \$ \_\_\_\_\_ has been approved.

The work is \_\_\_\_\_% complete.

The revised amount retained will be adequate to protect the State's interest and the Department of Public Works Commissioner has authorized the change.

This change will not affect your obligations in any way. If you are in agreement with this proposed change, please forward your authorization to my attention, Room G-9A.

Sincerely,

\_\_\_\_\_  
PSO's name here  
Purchasing Services Officer 1 or 2

cc: Project Manager  
A. Maurice  
Surety Agency  
Contractor  
File

(Rev. 3/99)

## **Step 32**

### **Processing Non-Refundable Fees**

Every morning before 9:00 a.m., the Bidding & Contracts secretary processes all monies received for plans and specifications. The secretary:

- 1.0 Types a memo to Bruce Cornish of receipts for plans and specifications each morning. She makes two copies of the Bidder's List with the previous day's checks highlighted. The memo lists the project number(s) of checks and/or cash and the number of plans and specs sold. for each project.
- 2.0 Verifies that the checks are for the people highlighted and the amounts are correct.
- 3.0 Adds up the number of checks, the number of plans and specs and the dollar amount of the checks and types this amount on the memo.
- 4.0 Signs supervisor's name and initials the memo.
- 5.0 Staples the checks to one copy of the list and paper clips them to the memo. She makes a copy of the memo with the paper clip on it so we know the checks were attached.
- 6.0 Staples the copy of the memo to the other copy of the list.
- 7.0 Takes the original memo and the checks up to Bruce Cornish. She puts our copy in the non-refundable fee book.
- 8.0 On the front sheet, she puts the date, the number of checks, the dollar amount and the number of plans and specs sold. She files our copy behind the green sheet. The dollar amount is to be put on our copy in the bottom right-hand corner, not on the original.

- END -



## MEMORANDUM

To: B. Cornish, Fiscal Administrative Officer  
Department of Public Works, Room # 527

From: Bidding & Contracts Unit *ST*  
Department of Public Works, Room # G-9A

Date: July 12, 1999

Subject: Non-Refundable Fee – Plans & Specifications

---

We are forwarding herewith non-refundable checks received for plans and specifications per attached listing(s).

Project No.	Cash received	No. of checks	Amount of checks	No. of Plans & Specs
BI-DD-256	\$33.00	2	\$66.00	3
BI-N-292	-0-	1	\$80.00	1
	\$33.00	3	\$146.00	4

*\$179.00*

je 1 of i

[illegible]

2 of 2

PROJECT NUMBER	BI-N-292
ITEM #	44
ADVERTISEMENT #	99-42
PROJECT TITLE	Emerg. Serv. Response & Training Facility
DRAWINGS AND SPECS READY (DATE)	30-Jun-99
BID OPENING DATE	04-Aug-99
NON-REFUNDABLE FEE REQUIRED (AMOUNT)	\$ 80.00

[illegible]

DEPARTMENT OF PUBLIC WORKS

165 CAPITOL AVE. RM B40  
HARTFORD, CT 06106

*July 12* 19*99* NO. **003599**

Rev. 7/87  
PW - 52

RECEIVED FROM

*Trumbull Restoration Co*

ADDRESS

*433 Old Mountain Rd P.O. Box 1306*

*Farmington, CT 06032*

PROJECT

*DD-256*

NO. OF SETS

*1*

DUE DATE

*Chk \$ 33.00*

*Phone 1-800-677-8778*

*Fax 1-800-793-1776*

*10:45 a.m.*

## **Step 33**

### **Certified Mail**

- 1.0 Fill out the U.S. Postal Service Form (PS Form 3811) (***Attachment #1***).
  - 1.1 On the front of the green Domestic Return Receipt form (PS Form 3811) stamp our address and write in your name.
  - 1.2 On the back side of PS Form 3811 fill in the person's/company's name and address you are sending the letter to under Item #3; in 4a. - write the Article Number off PS Form 3800; check off the Certified box in Item 4b; and write the project number on the upper right-hand corner of the form.
- 2.0 On the side of PS Form 3800, stamp in the department name and address (***Attachment #2***).
  - 2.1 Take your envelope and fold the part of PS Form 3800 with the Certified Mail number over the top of the envelope to the right of the return address (***Attachment #3***).
  - 2.2 Place PS Form 3811 on the back of the envelope over the other folded part of PS form 3800 (***Attachment #4***).
- 3.0 Lastly, double check to make sure the Certified Number is on the letter and the form.

- END -

# FedEx USA Airbill

FedEx  
Tracking  
Number

813415532071

**1 From** Please print and press hard.

Date 01-31-00

Sender's FedEx  
Account Number~~2459-9963-1~~Sender's  
Name

Us here

Phone ( )

Company

Address

City

State

ZIP

Dept./Room/Suite/Room

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice.

OPTIONAL

**3 To**  
Recipient's  
Name

here

Phone ( )

Company

Address

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Room/Suite/Room

To "HOLD" at FedEx location,  
print FedEx address here.Questions? Call 1-800-Go-FedEx® (800-463-3339)  
Visit our Web site at [www.fedex.com](http://www.fedex.com)By using this Airbill you agree to the service conditions on the back of this Airbill and in our  
current Service Guide, including terms that limit our liability.

2) call for p-up # (by 3:30pm)

Form  
I.D. No.

0200

ask  
customer

User's Copy

**4a Express Package Service**

Packages up to 150 lbs.

☒ FedEx Priority Overnight  
Next business morning☐ FedEx Standard Overnight  
Next business afternoonDelivery commitment may be later in some areas.  
☐ FedEx First Overnight  
Earliest next business morning  
delivery to select locations☒ OR  
FedEx 2Day\*  
Second business day☐ FedEx Express Saver\*  
Third business day\* FedEx Letter Rate not available  
Minimum charge: One-pound rate**4b Express Freight Service**

Packages over 150 lbs.

☐ FedEx 1Day Freight\*  
Next business day☐ FedEx 2Day Freight  
Second business day☐ FedEx 3Day Freight  
Third business day

Delivery commitment may be later in some areas.

\* Call for Confirmation:

**5 Packaging**

\* Declared value limit \$500

☐ FedEx Letter\*☐ FedEx Pak\*☒ Other Pkg.  
Includes FedEx Box, FedEx Tube,  
and customer pkg.**6 Special Handling**☐ Saturday DeliveryAvailable for FedEx Priority  
Overnight and FedEx 2Day  
to select ZIP codes☐ Sunday DeliveryAvailable for FedEx Priority  
Overnight to select ZIP codes☐ HOLD Weekdayat FedEx Location  
Not available with  
FedEx First Overnight☐ HOLD Saturdayat FedEx Location  
Available for FedEx Priority  
Overnight and FedEx 2Day  
to select locations

Does this shipment contain dangerous goods?

One box must be checked.

☒ No☐ YesAs per attached  
Shipper's Declaration☐ YesShipper's Declaration  
not required☐ Dry Ice

Dry Ice, S, UN 1845

x kg

Dangerous Goods cannot be shipped in FedEx packaging.

☐ Cargo Aircraft Only**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.

☐ Sender  
Acct. No. in Section 1  
will be billed.☒ Recipient☐ Third Party☐ Credit Card☐ Cash/CheckFedEx Acct. No.  
Credit Card No.

2459-9963-1

Exp.  
Date

Total Packages

Total Weight

Total Declared Value†

1

\$

.00

†Our liability is limited to \$100 unless you declare a higher value. See back for details.

FedEx Use Only

**8 Release Signature**

Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature  
and agree to indemnify and hold us harmless from any resulting claims.

Rev. Date 11/99 • Part #154815 • ©1999 FedEx • PRINTED IN U.S.A. GBFE 6/99

360

Attachment # 2

Z 500 135 889

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to

Street & Number

Post Office, State, & ZIP Code

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees

\$

Postmark or Date

PS Form 3800, April 1995

STATE OF CONNECTICUT - DEPT. OF PUBLIC WORKS  
DPW PROCUREMENT - ROOM G-35  
165 CAPITOL AVE., HARTFORD, CT 06106

Fold at line over top of envelope to  
the right of the return address

**CERTIFIED**

Z 500 135 889

**MAIL**

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Ms. ANNA M. BADERA  
President  
CONN-STRUX, INC.  
11 MAIN STREET  
Farmington, CT 06032

4a. Article Number

Z 500 135 898

4b. Service Type

- |   |   |
|---|---|
| <input type="checkbox"/> Registered                     | <input checked="" type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail                   | <input type="checkbox"/> Insured              |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD                  |

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

Z 500 135 898

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to

Street & Number

Post Office, State, & ZIP Code

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees

\$

Postmark or Date

PS Form 3800, April 1995

STATE OF CONNECTICUT - DEPT. OF PUBLIC WORKS

DPW PROCUREMENT - ROOM G-35

165 CAPITOL AVE., HARTFORD, CT 06106

Fold at line over top of envelope to the right of the return address

**CERTIFIED**

Z 500 135 898

**MAIL**



Attachment # 3

Fold at line over top of envelope to  
the right of the return address

**CERTIFIED**

Z 500 135 936

**MAIL**

**STATE OF CONNECTICUT**  
DEPARTMENT OF PUBLIC WORKS  
5 CAPITOL AVE., ROOM G-35  
HARTFORD, CT 06106

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

4a. Article Number

4b. Service Type

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Registered                     | <input type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail                   | <input type="checkbox"/> Insured   |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD       |

7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

**X**

PS Form 3811, December 1994

Domestic Return Receipt

9EB SET 005 Z

Thank you for using Return Receipt Service.

## **Step 34**

### **Reduction in Retainage**

Towards the end of the project, the contractor has probably finished all his/her work but there still may be a punch list of items to be done. DPW holds back 10% from the contractor; the contractor asks us to reduce it to a certain amount. We receive a memo from the Team requesting a reduction in retainage. See the attached memo which outlines the procedure to follow.

- END -

## Memorandum

To: Distribution  
From: Jan Young *gy*  
Subject: Retainage Reduction Procedure  
Date: January 21, 1999

*This process could take from a couple to several weeks. per Matt & Rich.*

As discussed in our meeting today, below is the procedure to be followed in processing reduction in retainage requests:

1. Bidding & Contracts receives memo from team requesting reduction in retainage (**Attachment #1**). CC Bruce Cornish.  
(a) Letter from the contractor should be attached when available. (**Attachment #2**). CC Bruce Cornish
2. Prepare a letter to Bonding Company (Surety Company)  
(a) Form letter in P.C. (**Attachment #3**). Call P.M. for percent complete.  
(b) Mail original and distribute copies.  
(c) Bonding company will respond with executed "Surety Consent Form" (**Attachment #4**)
3. Prepare a letter to the Contractor  
(a) Form letter in P.C. (**Attachment #5**).  
(b) Mail original and distribute copies.  
*When ref. comes back from contractor, do #4.*
4. File copy of each letter goes in a pending folder on our desk.  
(a) If copy of requisition is submitted with request, file in folder with the letter.  
(b) This file is the tickler. It will remain here until all documents have been received.
5. When "Surety Consent Form" (copy to Bruce Cornish) is received from Bonding Company:  
(a) Prepare Contract Amendment form in P.C. (**Attachment #6**)  
(b) Bruce Cornish will sign two (2) copies.  
(c) Make copy of signed document for our file. File with #4 above.  
(d) Mail both originals with a letter to the Contractor (**Attachment #7**)

*P.M. does this 1st.*

*Check to see if P.M. did this already. If so, go #3.*

*Rich signs it.*

*This takes the most time. They have to make sure there are no liens on the project. They tell us it's O.K. to release retainage.*

Retainage Reduction Procedure

Page 2

January 21, 1999

6. When executed amendment is received from contractor:
  - (a) Check for completeness.
  - (b) Make copy for our file (# 4 above).
  - (c) Mail one (1) original back to contractor.
  - (d) Second original – file in original contract binder (last document) with the Certificate of Authority).
  - (e) Forward to Attorney General's office for approval.
  
7. When requisition is received from contractor:
  - (a) Check basket to see if all required forms have been received. If they have been, sign off on all copies of requisition and hand carry along with copy of executed amendment to R. Sears, Project Accounting, Room 533.
  - (b) Staple all documents together in date order (most current date on top) and file in project folder.

cc: G. Blythe  
D. Schroeder  
M. Walton

## INTERDEPARTMENTAL MEMORANDUM

D.P.W.

BIDDING SECTION

TO: William L. Cannon  
Chief Bidding Supervisor JUN 14 10 23 AM '96  
Department of Public Works

FROM: Natalina Raimondi  
Project Manager *Natalina Raimondi*  
D.P.W. Health & Human Services Team

DATE: June 12, 1996

SUBJECT: Project No. BI-Q-353E  
  
Exterior Restoration and Code Compliance  
Hartford Armory

---

REDUCTION IN RETAINAGE

---

The General Contractor, Naek Construction Company, Inc., has requested a Reduction in Retainage.

The value of contract work remaining as of 31 May is : \$ 390,510.42.

The above amount includes \$260,468.72 for air conditioning the Drill Shed which was added to the Contract as a Change Order in March 1996 when the project was near 95% complete. The air conditioning work will be substantially complete on or before 21 June 1996.

There is one Credit Change Order to be issued in the amount of approximately \$37,000.00 and two Add Change Orders totalling approximately \$35,000.00.

The Project is on schedule. No delay claims or liquidated damages are anticipated.

Based on the above, this office recommends the Contractor's request for a Reduction in Retainage be approved down to a lump sum of \$98,345.00.

*Joseph P. Patterson*  
Joseph P. Patterson  
Chief Financial Officer

*6/13/96*  
Date

# NAEK CONSTRUCTION COMPANY, INC.

General Contractors - Construction Managers

27 Naek Rd.  
Vernon, CT 06066-3942

860-875-1895  
FAX 860-872-3251

## MEMORANDUM

To: Natalina Raimondi  
State of CT - Dept. of Public Works  
165 Capitol Avenue  
Hartford, CT 06106

From: Lawrence S. Kasevich

Date: May 14, 1996

Re: Ext. Restor., Httfd. Armory  
Hartford, CT 06105  
State Proj # BI-Q-353E

HEALTH & HUMAN  
SERVICES TEAM  
RECEIVED

MAY 16 1996

We are requesting a reduction in retainage at this time from 2.5% to 1%. The project is over 97% less the recent change orders. The majority of work is done with even some 1 year warantees expired since the project has been going now for over 2 years. I feel we are in good shape also with regards to close out documents.

Thank you in advance for your consideration.

cc: Louis J. Colavecchio. Louis J. Colavecchio AIA, Architect  
File



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS



T. R. Anson  
Commissioner

Surety Company

Attn:

Re: (Project Name)  
(Project Number)

Date:

Gentlemen:

We have been requested by the Contractor to reduce the retainage on the above referenced project. A reduction in retainage to a lump sum of \$ \_\_\_\_\_ has been approved.

The work is \_\_\_\_\_% complete. *(Call P.M. for %)*

The revised amount retained will be adequate to protect the State's interest and the Department of Public Works Commissioner has authorized the change.

This change will not affect your obligations in any way. If you are in agreement with this proposed change, please forward your authorization to my attention, Room G-9A.

Sincerely,

\_\_\_\_\_  
PSO's name here  
Purchasing Services Officer 1 or 2

cc: Project Manager  
A. Maurice  
Insurance Agent  
Contractor  
File

(Rev. 3/99)



CONSENT OF SURETY  
TO REDUCTION IN OR  
PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707A.

*You not get this! From Team.*  
D.P.W.  
BIDDING SECTION

ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER P.W. ☐

BIDDING SECTION

*HAVE TO  
HAVE TO  
PROCESS  
THIS.*

PROJECT: BI-VV-031 Norwich Hospital, Norwich, CT  
(name, address)

MAY 24 2 01 PM '96

MAY 24 1 48 PM '96

*ATTACHMENT #4*

TO (Owner)

State of Connecticut, Public Works  
165 Capitol Avenue  
Hartford, CT 06106

ARCHITECT'S PROJECT NO:

CONTRACT FOR: HVAC Replacement Boneski  
Treatment Center, Norwich Hospital  
CONTRACT DATE:

September 9, 1994

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety as it appears in the bond).

United States Fidelity and Guaranty Company  
300 Crown Colony Dr., Quincy, MA 02169

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

Nutmeg Mechanical, Inc.  
31 New London Turnpike, Norwich, CT 06360-0000

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

A Lump Sum of \$2,000.00

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety  
of any of its obligations to (here insert name and address of Owner)

State of Connecticut; Public Works  
165 Capitol Avenue  
Hartford, CT 06106

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,

the Surety has hereunto set its hand this 22nd

day of May

19 96

United States Fidelity and Guaranty Company  
Surety

*Timothy J. Deffley*  
Signature of Authorized Representative  
Timothy J. Deffley

Attorney-In-Fact  
Title

est:  
eal):



# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC **Attachment #5**

Reduce Retainage Amount to Contractor  
In "G" account in PC  
Click on DIV O BID FORMS MASTER  
Click on "CONTRACT DOCUMENTS" Folder



Contractor:

T. R. Anson  
Commissioner

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

Your request for a reduction in retainage was reviewed by our Construction Services Section, is hereby approved to a lump sum of \$ \_\_\_\_\_.

You are now instructed to submit your requisition through usual channels, and upon receipt in this office we shall seek approval of your Surety Company.

When the approval is received, we will then prepare a contract amendment for the approval of the Office of the Attorney General. When the amendment is completed you will be contacted.

Sincerely,

\_\_\_\_\_  
PSO's name here  
Purchasing Services Officer 1 or 2

cc: Project Manager  
~~A. Maurice~~  
File

(Rev. 3/99)

AN AMENDMENT TO CONTRACT DATED  
(INSERT DATE)  
BETWEEN THE STATE OF CONNECTICUT AND

**Attachment # 6**

(INSERT CONTRACTOR'S NAME)  
FOR

COMPLETE PROJECT DESCRIPTION

PROJECT NO.:

Article #28, Partial Payments, of the General Conditions of the above-entitled contract, is hereby amended so that the retained percentage is reduced from \_\_\_\_% of the estimated amount of each partial payment for the work to a lump sum of \$\_\_\_\_\_.

The work on this contract is \_\_\_\_% complete.

In the instant case it would work a hardship on the contractor to withhold the above mentioned \_\_\_\_% retainage sum until the work has been completed. Both parties to the contract have afforded adequate and valuable consideration in regard to the amendment of Article #28.

The \$\_\_\_\_\_ amount retained is adequate to protect the State's interest and, in view of the fact that all other work has been completed satisfactorily, and in addition thereto, the consent of the Surety Company to this procedure having been obtained, the Department of Public Works Chief Financial Officer is agreeable to a reduction of the retainage from the aforementioned \_\_\_\_% retainage sum to a lump sum of \$\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTESTED BY:

STATE OF CONNECTICUT

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Bruce Cornish  
Its Chief Financial Officer  
of the Department of Public Works

Date Signed: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SEAL**  
(Type in Name of Contractor Here)

Approved as to form:

By: \_\_\_\_\_  
Its \_\_\_\_\_, Duly Authorized

\_\_\_\_\_  
Attorney General

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

AN AMENDMENT TO CONTRACT DATED  
BETWEEN THE STATE OF CONNECTICUT AND

(CONTRACTOR)

FOR

(PROJECT)

PROJECT BI- \_\_\_\_\_

Article #28, Partial Payments, of the General Conditions of the above-entitled contract, is hereby amended so that the retained percentage is reduced from 2 1/2% of the estimated amount of each partial payment for the work to a lump sum of \$\_\_\_\_\_.

The work on this contract is \_\_\_\_% complete.

In the instant case it would work a hardship on the contractor to withhold the above mentioned 2 1/2% retainage sum until the work has been completed. Both parties to the contract have afforded adequate and valuable consideration in regard to the amendment of Article #28.

The \$\_\_\_\_\_ amount retained is adequate to protect the State's interest and, in view of the fact that all other work has been completed satisfactorily, and in addition thereto, the consent of the Surety Company to this procedure having been obtained, the Department of Public Works Commissioner is agreeable to a reduction of the retainage from the aforementioned 2 1/2% retainage sum to a lump sum of \$\_\_\_\_\_.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 1995.

STATE OF CONNECTICUT

ATTEST:

By: \_\_\_\_\_

*Bruce Caruth,*

~~T.R. Ansen, Commissioner~~  
Department of Public Works  
duly authorized under the provisions  
of Section 4-8 of the General Statutes  
of Connecticut, as amended.

CONTRACTOR

ATTEST:

By: \_\_\_\_\_

Name & Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

#6

OLD  
FORM



# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

Contract Amendment Letter  
In "G" account in PC  
Click on DIV O BID FORMS MASTER  
Click on "CONTRACT DOCUMENTS" Folder

Attachment # 7



Contractor:

T. R. Anson  
Commissioner

Attn:

Re: (Project Name)  
(Project Number)

Date:

Dear:

Enclosed find two (2) copies of amendment to contract of above referenced project authorizing a reduction in retainage withheld.

Please sign, seal and return both copies, along with your letter of authority for signatory signed by the corporate secretary or other appropriate official.

Your prompt attention to this matter will help to facilitate future payments on this project.

Sincerely,

\_\_\_\_\_  
PSO's name here  
Purchasing Services Officer 1 or 2

cc: Project Manager  
File

Enclosures: 2

(Rev. 3/99)

## **Final Payment**

The only thing Bidding & Contracts needs is the "Final Completion & Acceptance Form" (***Attachment #1***) that will come down from Accounting. It may or it may not have the Requisition attached. It's o.k. either way.

After we receive the Final Completion Form we tell Gail. She then puts the project materials in a box, records it and sends it to Archives.

D.P.W.  
BIDDING SECTION

AUG 3 8 31 AM '99



Contractor  
State Insurance Board  
Comptroller (3)  
Accounting  
Assistant Director  
Construction Coordinator  
Affirmative Action  
Agency

State of Connecticut  
Department of Public Works  
State Office Building, Hartford, CT 06106

## CERTIFICATE OF COMPLETION AND ACCEPTANCE

Project No. BI-RD-206

Type: Dept. of Higher Education

Location: Danbury, CT

As the duly authorized representative of the State of Connecticut, owner of the above-referenced project, I hereby certify that work has been entirely completed for this project on contract, as follows:

Contractor: Barrett Roofing &amp; Supply Co.

Description of work: Re-roofing & Chimney Restoration Old Main  
W.C.S.U.

In accordance with all approved plans, specifications, and contract documents, these contracts are accepted as of July 13, 1999.

Date: 7-28-99

By:

A handwritten signature in dark ink, appearing to read "Richard F. Piotrowski".

Richard F. Piotrowski, PE  
Facilities Design & Construction  
Department of Public Works

SAMPLE



## State of Connecticut

DEPARTMENT OF PUBLIC WORKS

STATE OFFICE BUILDING, HARTFORD, CT 06106

Contractor Bridgeport Restoration  
 State Insurance Board  
 Comptroller (3)  
 Accounting Section  
 Assistant Director of Construction  
 Construction Coordinator R. MacPhaul  
 Agency CVH/DMHAS  
 Affirmative Action  
 Project Manager - Richard Colbert Jr.

D.P.W.  
BIDDING SECTION  
Dec 27 1 49 PM '99

## CERTIFICATE OF COMPLETION AND ACCEPTANCE

Project No. BI-I-526

Type Re-Roofing & Related Work  
(Renovation)

Location Middletown, CT

As the duly authorized representative of the State of Connecticut, owner of the project above referenced, I hereby certify that work has been entirely completed for this project on contracts as follows:

Contract No.  
BI-I-526

Contractor  
 Bridgeport Restoration Co.  
 PO Box 1163  
 Bridgeport, CT 06601

Description of Work  
 Re-Roofing & Related Work  
 At Battell Hall, CVH  
 Middletown, CT

in accordance with all approved plans, specifications and contract documents, and these contracts are accepted as of July 13, 1999

Date

12-14-99

Department of Public Works  
 Facilities Design & Construction

BY

Richard F. Piotrowski, P.E.  
 Bureau Chief

RFP:lr





## Step 36

### **Wednesday's Reports (Information needed to be ready every Wednesday by 11:30 a.m.)**

Every Wednesday the Procurement Unit secretary or PSO prepares the following to be ready by 11:30 a.m. to be faxed to F. W. Dodge Reports, Construction Market Data (CMD) New England Construction News (NECS) and American Information Services (AIS):

- 1.0 At approximately 11:30 a.m., the secretary or PSO gets the binder containing the Distribution Lists on top of the dark gray cabinet located in the Bidding & Contracts section and makes copies of the distribution records for all projects out to bid (**Attachment #5**). (Once the original list has been sent out, secretary or PSO only needs to copy those names of people that purchased plans in the last week). Secretary or PSO puts a check mark next to the last item.  
**Note: On bid opening date wait for bid results (Bid Tab - (Attachment #2).) and include it as part of the Wednesday report.**
- 2.0 Secretary or PSO gets the Award Book and makes copies of the Order of Award Letters for projects that were awarded (**Attachment #3**). A check mark is inserted in the upper right-hand corner of last letter that is copied.
- 3.0 If there is an Invitation to Bid that was put out in the last week, it is copied also and a check mark is inserted in the upper right-hand corner of the Invitation to Bid (**Attachment #4**).
- 4.0 Secretary or PSO writes one fax with comment, "Wednesday's Reports" (**Attachment #1**). and faxes to each of the following:
  - F. W. Dodge Reports – Fax #: 9-529-7480
  - Construction Market Data – Fax #: 9-1-800-466-9419
  - AIS – Fax #: 9-1-866-852-0136
  - New England Construction News – Fax #: 9-1-888-825-3515

– END –

Step 36  
Attachment #1

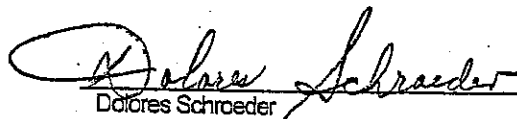
State of Connecticut  
Department of Public Works  
Bidding and Contracts  
165 Capitol Ave. - Room G-35  
Hartford, CT 06106  
Tel: (860) 713-5796  
FAX: (860) 713-7395

## FAX transmittal

F.W. Dodge  
Const. Mkt. Data  
ALS

To:	NECN	Fax:	
Attn:		Tel:	
From:	Dolores Schroeder, PSO1	Date:	
Re:		Pages:	(including cover sheet)
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

Wednesday's Reports herewith

  
Dolores Schroeder

CC:

Attachment #2  
Step 36.



STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

Attach. #3  
Step 36



T. R. Anson  
Commissioner

November 25, 2002

Ms. Joan McConville, Member  
Silktown Roofing, Inc.  
27 Pleasant Street  
Manchester, CT 06040

Re: Order of Award  
Partial Roof Replacement  
1979 & 1981 Additions and Garage  
Platt Regional Vocational Technical School  
600 Orange Avenue  
Milford, CT  
Project BI-RT-822

Dear Ms. McConville,

After a review of all bids submitted in response to Invitation to Bid dated August 28, 2002 for and in connection with the above subject project, I find, determine and declare that your firm is the lowest responsible qualified bidder for the work to be done under this project.

Therefore, in accordance with the authority vested in me, I hereby award to Silktown Roofing, Inc., 27 Pleasant Street, Manchester, CT 06040 the contract for the above work for the sum of \$357,800.00 as set forth in its proposal.

Sincerely,

  
T. R. Anson  
Commissioner

TRA:mw

cc: Dep. Comm. P.J. Delahunty  
D. Busanet  
R. Renstrom - CTC  
R. Smith  
A. Maurice  
Procurement  
DOL - w/attachment

## INVITATION TO BID

Attachment #4  
Step 36

ADV. NO.: 03-09

ADV. DATE: January 10, 2003

SEALED BIDS ADDRESSED TO THE DEPARTMENT OF PUBLIC WORKS - STATE OF CONNECTICUT FOR:

ITEM NO.:	9
Project Title:	Additions and Renovations to A. I. Prince Regional Vocational Technical School Hartford, Connecticut
Project Number:	BI-RT-828
Cost Estimate Range:	\$ 41,949,000. - \$46,363,000.
Plans & Specs Ready:	January 15, 2003
A NON-REFUNDABLE FEE OF PER SET IS REQUIRED	\$ 473.00
Set-Aside Participation	25%
Including MBE/WBE	6.25%
Bid Opening Date:	March 12, 2003
Bid Results:	Call (860) 713-5798 after 3:00 p.m. on bid opening date.
Pre-Bid Conference:	ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO ATTEND A PRE-BID CONFERENCE TO BE HELD AT 2:30 P.M. ON JANUARY 29, 2003 AT THE SCHOOL CAFETERIA, A.I. PRINCE RVTS, 500 BROOKFIELD STREET, HARTFORD, CT. ADDITIONAL SITE VISITS: All prospective bidders wishing to visit the site at times other than the Pre-Bid Conference may do so by making an appointment with the Construction Administrator noted below. QUESTIONS DURING BIDDING: Direct all questions during the bid period to the Construction Administrator noted below.
To access the Department of Public Works web site: <a href="http://www.state.ct.us/dpw">http://www.state.ct.us/dpw</a>	

Will be received in ROOM No. G-35 STATE OFFICE BUILDING, 165 CAPITOL AVENUE, HARTFORD, CONNECTICUT (CT) UNTIL 1:00 P.M. on the date shown above and thereafter publicly opened and read aloud in ROOM No. G-32, STATE OFFICE BUILDING, 165 CAPITOL AVENUE, HARTFORD, CT, 06106.

As security, each bid must be accompanied by a CERTIFIED CHECK made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a BID BOND, in the form required by the awarding authority and having surety thereto such Surety Company or Companies as are authorized to do business in this State and/or accepted by the Commissioner of the Department of Public Works for an amount not less than 10% of the bid.

Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price. The awarding authority reserves the right to waive technical defects or to reject any and all bids.

*Nonresident contractors: At the time of contract signing a certificate from the Commissioner of Revenue Services must be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. For details call the Department of Revenue Services at (860) 541-3280, ext. 7.*

SE.  
CC

Plans and specifications (Tel: (860) 713-5795) may be obtained only at JOSEPH MERRITT, 650 FRANKLIN AVENUE, HARTFORD, CT 06114, during the hours of 8:30 A.M. to 3:30 P.M. (Monday-Friday). Please phone Joseph Merritt when planning to purchase: at (860) 296-2500. However, plans and specifications may be viewed at other Joseph Merritt locations. For directions to Joseph Merritt's Hartford, CT office or for their other locations' telephone numbers for just viewing the prints go to their web site: [www.merrittgraphics.com](http://www.merrittgraphics.com). CHECKS SHOULD BE MADE PAYABLE TO "TREASURER, STATE OF CONNECTICUT" AND SHOULD INCLUDE THE PROSPECTIVE BIDDER'S CORRECT MAILING ADDRESS, TELEPHONE AND FAX NUMBERS OF WHERE ADDENDUM(A) SHOULD BE SUBMITTED. **USE A SEPARATE CHECK FOR EACH PROJECT.**

EXECUTIVE ORDERS NOS. THREE, SEVENTEEN AND SIXTEEN: Bidders are advised that the contracts for this project shall be subject to Executive Order No. Three regarding nondiscrimination promulgated June 16, 1971, and to the Guidelines and Rules of the State Labor Commissioner implementing said Executive Order.

Bidders are advised that contracts in connection with this project shall be subject to Executive Order No. Seventeen, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service.

Bidders are advised that contracts in connection with this project shall be subject to Executive Order No. Sixteen, promulgated August 4, 1999, regarding Violence in the Workplace Prevention.

This contract will be subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the DPW for violation of or noncompliance with said Policy.

Said five documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may receive copies of these documents upon request.

ITEM NO.: 9  
DPW Project Manager: Dennis Tovey Phone No: 860-713-5610 Fax No: 860-713-7261

DPW Construction Administrator: O&G INDUSTRIES, Inc., 112 Wall Street, Torrington, CT 06790.  
Contact person is Mr. Ken Biega. Tel: (860) 489-9261; Fax: (860) 626-6447.

Contract Time Allowed: 905 Calendar Days

Liquidated Damages: \$ 1,000.00 Per Calendar Day for Phase I, and  
\$ 2,500.00 Per Calendar Day for beyond the date given for final completion.

Prevailing Wage Rates: Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to Connecticut General Statutes Section 31-53 (a-h), as amended.

Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

Wage Rates will be posted each July 1<sup>st</sup> on the Department of Labor website: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.

Procurement  
Department of Public Works

**PLANS AND SPECIFICATIONS**  
Distribution Record

<b>PROJECT NUMBER</b>	CF-RS-222A
<b>ITEM #</b>	06
<b>ADVERTISEMENT #</b>	03-06
<b>PROJECT TITLE</b>	New Student Center, SCSU, New Haven, CT
<b>DRAWINGS AND SPECS READY (DATE)</b>	6-Nov-02
<b>3D OPENING DATE</b>	15-Jan-03
<b>NON-REFUNDABLE FEE REQUIRED (AMOUNT)</b>	\$290.00

DATE	TIME	CHECK #/ RECEIPT #	# of SETS	Amount Received	CONTRACTOR NAME	ADDRESS	CITY	STATE	ZIP	PHONE #	FAX #
11/6/02			1	N/A	F.W. Dodge Construction Market Data	101 Corporate Place	Rocky Hill	CT	06067	860-529-7250	860-529-7480
11/6/02			1	N/A	Capitol Region Chamber of Commerce, Attn. Ron Dunson	53 Interstate Lane	Waterbury	CT	06705	800-875-9731	800-466-9419
11/6/02			1	N/A	The Greater Hartford Minority Construction Council	116 Cottage Grove Road	Bloomfield	CT	06002	860-548-1008	877-268-8075
11/6/02			2	N/A	Attn: Jerry Simmons Cprojects.com, Inc.	2995 Main St., Suite 2	Hartford	CT	06120	860-727-8753	860-524-8787
11/6/02			1	N/A	Connecticut State University System, Paul Locheser, Dir. of Facilities Planning	1257 Southford Road	Southbury	CT	06488	203-262-6248	203-267-7976
11/6/02	Agency		1	N/A	Jeter, Cook and Jepson Architects, Inc.	615 Filch Street	New Haven	CT	06514	203-392-6055	203-392-6058
11/6/02	Architect/ Engineer		7	N/A		450 Church Street	Hartford	CT	06103	860-247-9226	860-524-8067
11/6/02	Project Manager:		1	N/A	Joseph Palumbo	165 Capitol Avenue, Rm. 453	Hartford	CT	06106	860-713-5633	860-713-7264
<b>NON-REFUNDABLE FEE BIDDERS BELOW</b>											
				GC	C.R. Klewin Northeast, LLC	40 Connecticut Avenue	Norwich	CT	06360	860-886-2491	860-886-6960
				GC	FIP Construction, Inc.	10 McKee Place	Cheshire	CT	06410	203-271-0356	203-272-5073

Attach. #5  
step 36



**Sec. 1-26. Construction of bond requirement.**

Except as otherwise provided by the general statutes, whenever any person is by law required to give a bond, such requirement shall mean a bond with surety.  
(1949 Rev., S. 3577; 1967, P.A. 549, S. 6.)

#### **Sec. 4-61. Actions against the state on highway and public works contracts.**

Arbitration. (a) Any person, firm or corporation which has entered into a contract with the state, acting through any of its departments, commissions or other agencies, for the design, construction, construction management, repair or alteration of any highway, bridge, building or other public works of the state or any political subdivision of the state may, in the event of any disputed claims under such contract or claims arising out of the awarding of a contract by the Commissioner of Public Works, bring an action against the state to the superior court for the judicial district of Hartford-New Britain\* for the purpose of having such claims determined, provided notice of each such claim under such contract and the factual bases for each such claim shall have been given in writing to the agency head of the department administering the contract within the period which commences with the execution of the contract or the authorized commencement of work on the contract project, whichever is earlier, and which ends two years after the acceptance of the work by the agency head evidenced by a certificate of acceptance issued to the contractor or two years after the termination of the contract, whichever is earlier. No action on a claim under such contract shall be brought except within the period which commences with the execution of the contract or the authorized commencement of work on the contract project, whichever is earlier, and which ends three years after the acceptance of the work by the agency head of the department administering the contract evidenced by a certificate of acceptance issued to the contractor or three years after the termination of the contract, whichever is earlier. Issuance of such certificate of acceptance shall not be a condition precedent to the commencement of any action. Acceptance of an amount offered as final payment shall not preclude any person, firm or corporation from bringing a claim under this section. Such action shall be tried to the court without a jury. All legal defenses except governmental immunity shall be reserved to the state. In no event shall interest be awarded under section 13a-96 and section 37-3a by a court or an arbitrator to the claimant for the same debt for the same period of time. Interest under section 37-3a shall not begin to accrue to a claimant under this section until at least thirty days after the claimant submits a bill or claim to the agency for the unpaid debt upon which such interest is to be based, along with appropriate documentation of the debt when applicable. Any action brought under this subsection shall be privileged in respect to assignment for trial upon motion of either party. (b) As an alternative to the procedure provided in subsection (a) of this section, any such person, firm or corporation having a claim under said subsection (a) may submit a demand for arbitration of such claim or claims for determination under (1) the rules of any dispute resolution entity, approved by such person, firm or corporation and the agency head and (2) the provisions of subsections (b) to (e), inclusive, of this section, except that if the parties cannot agree upon a dispute resolution entity, the rules of the American Arbitration Association and the provisions of said subsections shall apply. The provisions of this subsection shall not apply to claims under a contract unless notice of each such claim and the factual bases of each claim has been given in writing to the agency head of the department

administering the contract within the time period which commences with the execution of the contract or the authorized commencement of work on the contract project, whichever is earlier, and which ends two years after the acceptance of the work by the agency head evidenced by a certificate of acceptance issued to the contractor or two years after the termination of the contract, whichever is earlier. A demand for arbitration of any such claim shall include the amount of damages and the alleged facts and contractual or statutory provisions which form the basis of the claim. No action on a claim under such contract shall be brought under this subsection except within the period which commences with the execution of the contract or the authorized commencement of work on the contract project, whichever is earlier, and which ends three years after the acceptance of the work by the agency head of the department administering the contract evidenced by a certificate of acceptance issued to the contractor or three years after the termination of the contract, whichever is earlier. Issuance of such certificate of acceptance shall not be a condition precedent to the commencement of any action. (c) Once a notice of claim is given to the agency head as required by subsection (b) of this section, each party shall allow the other to examine and copy any nonprivileged documents which may be relevant either to the claimant's claims or to the state's defenses to such claims. Requests to examine and copy documents which have been prepared by the contractor in order to submit a bid shall be subject to a claim of privilege and grounds for an application to any court or judge pursuant to section 52-415 for a decision on whether such documents constitute trade secrets or other confidential research, development or commercial information and whether such documents shall not be disclosed to the state or shall be disclosed to the state only in a designated way. Any such documents for which no decision is sought or privilege obtained shall not be subject to disclosure under section 1-19 and shall not be disclosed by the agency to any person or agency that is not a party to the arbitration. Such documents shall be used only for settlement or litigation of the parties' claims. The arbitrators shall determine any issue of relevance of such documents after an in camera inspection. The arbitrators shall seal such documents during arbitration and shall return such documents to the claimant after final disposition of the claim. (d) Hearings shall be scheduled for arbitration in a manner that shall ensure that each party shall have reasonable time and opportunity to prepare and present its case, taking into consideration the size and complexity of the claims presented. Unless the parties agree otherwise, no evidentiary hearing on the merits of the claim may be held less than six months after the demand for arbitration is filed with the dispute resolution entity. (e) The arbitrators shall conduct the hearing and shall hear evidence as to the facts, and arguments as to the interpretation and application of contractual provisions. After the hearing, the arbitrators shall issue in writing: (1) Findings of fact, (2) a decision in which the arbitrators interpret the contract and apply it to the facts found and (3) an award. The arbitrators' findings of fact and decision shall be final and conclusive and not subject to review by any forum, tribunal, court or government agency, for errors of fact or law. Awards shall be final and binding and subject to confirmation, modification or vacation pursuant to chapter 909. (f) Claims brought pursuant to this section may be submitted for mediation under the mediation rules of such dispute resolution entity as the parties may agree upon. (g) This section shall

apply to claims brought on or after July 1, 1991. The provisions of sections 4-61, 4b-97, 13b-57a, 13b-57b and 13b-57c of the general statutes, revised to January 1, 1991, shall apply to claims brought before July 1, 1991.

**Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with

statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**Sec. 4b-1. (Formerly Sec. 4-126). Duties of commissioner**

(a) The Commissioner of Public Works shall (1) be responsible for the administrative functions of construction and planning of all capital improvements undertaken by the state, except (A) highway and bridge construction, the construction and planning of capital improvements related to mass transit, marine and aviation transportation, (B) the Connecticut Marketing Authority, (C) planning and construction of capital improvements to the State Capitol building or the Legislative Office Building and related facilities by the Joint Committee on Legislative Management, (D) any project as defined in subdivision (15) of section 10a-109c, undertaken by The University of Connecticut and (E) construction and planning of capital improvements related to the Judicial Department if such construction and planning do not constitute a project within the meaning of subsection (e) of section 4b-55, including the preparation of preliminary plans, estimates of cost, development of designs, working plans and specifications, award of contracts and supervision and inspection; (2) select consultant firms in accordance with the provisions of sections 4b-56 to 4b-59, inclusive, to assist in the development of plans and specifications when in his judgment such assistance is desirable; (3) render technical advice and service to all state agencies in the preparation and correlation of plans for necessary improvement of their physical plants; (4) cooperate with those charged with fiscal programming and budget formulation in the development of a capital program and a capital budget for the state; (5) be responsible for the purchase, lease and acquisition of property and space to house state agencies and, subject to the provisions of section 4b-21, the sale or exchange of any land or interest in land belonging to the state; (6) maintain a complete and current inventory of all state-owned or leased property and premises, including space-utilization data, and (7) supervise the care and control of buildings and grounds owned or leased by the state in Hartford, except the building and grounds of the State Capitol and the Legislative Office Building and parking garage and related structures and facilities and grounds, as provided in section 2-71h, and the Connecticut Marketing Authority and property under the supervision of the Office of the Chief Court Administrator under the terms of section 4b-11. For the purposes of this section, the term "Judicial Department" does not include the courts of probate, the Division of Criminal Justice and the Public Defender Services Commission, except where they share facilities in state-maintained courts. Subject to the provisions of chapter 67, said commissioner may appoint such employees as are necessary for carrying out the duties prescribed to said commissioner by the general statutes. (b) Notwithstanding any other provision of the general statutes to the contrary, except for the property of The University of Connecticut, the commissioner may supervise the care and control of (1) any state-owned or leased office building, and related buildings and grounds, outside the city of Hartford, used as district offices, except any state-owned or leased office building, and related buildings and grounds, used by the Judicial Department, and (2) any other state-owned or leased property, on a temporary or permanent basis, if the commissioner, the Secretary of the Office of Policy and Management and the executive head of the department or

agency supervising the care and control of such property agree, in writing, to such supervision.



**Sec. 4b-51. (Formerly Sec. 4-131). Alterations, repairs or additions to real assets.**

Approval of plans. Selection of architects and engineers for certain projects.

Exception. (a) The Commissioner of Public Works shall have charge and supervision of the remodeling, alteration, repair or enlargement of any real asset, except any dam, flood or erosion control system, highway, bridge or any mass transit, marine or aviation transportation facility, a facility of the Connecticut Marketing Authority, an asset of the Department of Agriculture program established pursuant to section 26-237a, or any building under the supervision and control of the Joint Committee on Legislative Management, involving an expenditure in excess of two hundred fifty thousand dollars, and except that each constituent unit of the state system of higher education may have charge and supervision of the remodeling, alteration, repair, construction or enlargement of any real asset involving an expenditure of not more than two million dollars, except that The University of Connecticut shall have charge and supervision of the remodeling, alteration, repair, construction, or enlargement of any project, as defined in subdivision (15) of section 10a-109c, notwithstanding the amount of the expenditure involved. In any decision to remodel, alter, repair or enlarge any real asset, the commissioner shall consider the capability of the real asset to facilitate recycling programs. (b) No officer, department, institution, board, commission or council of the state government, except the Commissioner of Public Works, the Commissioner of Transportation, the Connecticut Marketing Authority, the Department of Agriculture for purposes of the program established pursuant to section 26-237a, the Joint Committee on Legislative Management, or a constituent unit of the state system of higher education as authorized in subsection (a) of this section, shall, unless otherwise specifically authorized by law, make or contract for the making of any alteration, repair or addition to any real asset involving an expenditure of more than two hundred fifty thousand dollars. (c) The plans necessary for any such remodeling, alteration, repair or enlargement of any state humane institution, as defined in section 17b-222, shall be subject to the approval of the administrative head of such humane institution. (d) Notwithstanding any provisions of the general statutes to the contrary, the Commissioner of Public Works shall select, subject to the provisions of this subsection, architects and engineers for projects authorized under subsection (b) of this section from a list approved by said commissioner. Fees for such architectural and engineering technical services shall not exceed twenty-five thousand dollars, except that, in the case of a project of a constituent unit of the state system of higher education, fees for such services shall not exceed three hundred thousand dollars. (e) Costs for projects authorized under subsection (b) of this section shall be charged to the bond fund account for the project for which such costs are incurred. The Department of Public Works shall

develop procedures for expediting the administration of projects for alterations, repairs or additions authorized under said subsection (b). (f) Any state agency proposing to remodel, alter or enlarge any real asset shall submit a statement to the commissioner demonstrating the capability of the real asset to facilitate recycling programs.

**Sec. 4b-52. (Formerly Sec. 4-132). Repairs or changes of state premises, contracts, bids, use of state employees or inmates.**

Emergency conditions, restoration of facilities. Governor's written consent required, when. Renegotiation of leases. (a)(1) No repairs, alterations or additions involving expense to the state of two hundred fifty thousand dollars or less or, in the case of repairs, alterations or additions to a building rented or occupied by a constituent unit of the state system of higher education, two million dollars or less shall be made to any state building or premises occupied by any state officer, department, institution, board, commission or council of the state government and no contract for any construction, repairs, alteration or addition shall be entered into without the prior approval of the Commissioner of Public Works, except repairs, alterations or additions to a building under the supervision and control of the Joint Committee on Legislative Management and repairs, alterations or additions to a building under the supervision of The University of Connecticut. (2) Notwithstanding the provisions of subdivision (1), repairs, alterations or additions involving expense to the state of fifty thousand dollars or less may be made to any state building or premises under the supervision of the Office of the Chief Court Administrator or a constituent unit of the state system of higher education, under the terms of section 4b-11, and any contract for any such construction, repairs or alteration may be entered into by the Office of the Chief Court Administrator or a constituent unit of the state system of higher education without the approval of the Commissioner of Public Works. (b) Except as provided in this section, no repairs, alterations or additions involving an expense to the state of more than two hundred fifty thousand dollars or, in the case of repairs, alterations or additions to a building rented or occupied by a constituent unit of the state system of higher education, more than two million dollars shall be made to any state building or premises occupied by any state officer, department, institution, board, commission or council of the state government, nor shall any contract for any construction, repairs, alteration or addition be entered into, until the Commissioner of Public Works or, in the case of the construction or repairs, alterations or additions to a building under the supervision and control of the Joint Committee on Legislative Management of the General Assembly, said joint committee or, in the case of the construction, repairs, alterations or additions to a building involving expenditures in excess of two hundred fifty thousand dollars but not more than two million dollars under the supervision and control of one of the constituent units of higher education, the constituent unit has invited bids thereon and awarded a contract thereon, in accordance with the provisions of sections 4b-91 to 4b-96, inclusive. The Commissioner of Public Works, with the approval of the authority having the supervision of state employees or the custody of inmates of state institutions, without the necessity of bids, may employ such employees or inmates and purchase or furnish the necessary materials for the construction, erection, alteration, repair or enlargement of any such state building or premises occupied by any state officer, department, institution, board, commission or council of the state government. (c) Whenever the Commissioner of Public Works declares that an emergency condition exists at any state facility, other than a building under the supervision and control of

the Joint Committee on Legislative Management, and that the condition would adversely affect public safety or the proper conduct of essential state government operations, or said joint committee declares that such an emergency exists at a building under its supervision and control, the commissioner or the joint committee may employ such assistance as may be required to restore facilities under their control and management, or the commissioner may so act upon the request of a state agency, to restore facilities under the control and management of such agency, without inviting bids as required in subsection (b) of this section. Neither the commissioner nor the joint committee shall take any action requiring the expenditure of more than two hundred fifty thousand dollars to restore any facility under this subsection without the written consent of the Governor. The provisions of this subsection shall not apply if any person is obligated under the terms of an existing contract with the state to render such assistance. The annual report of the commissioner and of the joint committee shall include a detailed statement of all expenditures made under this subsection. (d) The Commissioner of Public Works may, during the term of a lease of a building or premises occupied by any state offices, department, institution, board, commission or council of the state government, renegotiate the lease in order to enable the lessor to make necessary alterations or additions up to a maximum amount of five hundred thousand dollars, subject to the approval of the State Properties Review Board. The commissioner shall determine the manner of submission, conditions and requirements of bids and awards made for such alterations or additions. No lease shall be renegotiated under this subsection for a term less than five years.

#### **Sec. 4b-91. (Formerly Sec. 4-137a). Bidding for public building contracts**

Exception. (a) Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for work by the state, which is estimated to cost more than two hundred fifty thousand dollars, except (1) a contract awarded by the Commissioner of Public Works for (A) an emergency correctional facility project, as defined in subsection (d) of section 4b-55, or (B) the University of Connecticut library project, or (2) a project, as defined in subdivision (15) of section 10a-109c, undertaken and controlled by The University of Connecticut in accordance with section 10a-109n, shall be awarded to the lowest responsible and qualified general bidder on the basis of competitive bids in accordance with the procedures set forth in this chapter, after the Commissioner of Public Works or, in the case of a contract for the construction of or work on a building under the supervision and control of the Joint Committee on Legislative Management of the General Assembly, the joint committee or, in the case of a contract for the construction of or work on a building under the supervision and control of one of the constituent units of the state system of higher education, the constituent unit, has invited such bids by advertisements inserted at least once in one or more newspapers having a circulation in each county in the state. The Commissioner of Public Works, the joint committee or the constituent unit, as the case may be, shall determine the manner of submission and the conditions and requirements of such bids, and the time within which the bids shall be submitted, consistent with the provisions of sections 4b-91 to 4b-96, inclusive. Such award shall be made within sixty days after the opening of such bids. If the general bidder selected as the general contractor fails to perform his agreement to execute a contract in accordance with the terms of his general bid and furnish a performance bond and also a labor and materials or payment bond to the amount specified in the general bid form, an award shall be made to the next lowest responsible and qualified general bidder. If the lowest responsible and qualified bidder's price submitted is in excess of funds available to make an award, the Commissioner of Public Works, the Joint Committee on Legislative Management or the constituent unit, as the case may be, is empowered to negotiate with such bidder and award the contract on the basis of the funds available, without change in the contract specifications, plans and other requirements. If the award of a contract on said basis is refused by such bidder, the Commissioner of Public Works, the Joint Committee on Legislative Management or the constituent unit, as the case may be, may, if he or it deems it advisable, negotiate with other contractors who submitted bids in ascending order of bid prices without change in the contract, specifications, plans and other requirements. In the event of negotiation with general bidders as provided herein, the general bidder involved may negotiate with subcontractors on the same basis, provided such general bidder shall negotiate only with subcontractors named on his general bid form. (b) Notwithstanding the provisions of this chapter regarding competitive bidding procedures, the commissioner may select and interview at least three responsible and qualified general contractors, and may negotiate with any one of such contractors a contract which is both fair and reasonable to the state for an emergency correctional facility project, as defined in

subsection (d) of section 4b-55, or the University of Connecticut library project, as defined in subsection (e) of said section. Any general contractor awarded a contract pursuant to this subsection shall be subject to the same requirements concerning the furnishing of bonds as a contractor awarded a contract pursuant to subsection (a) of this section.

**Sec. 4b-92. (Formerly Sec. 4-137b). "Lowest responsible and qualified bidder" defined.**

Bid bonds, certified checks, when forfeited. As used in this chapter and except as otherwise provided, the words "lowest responsible and qualified bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria considering past performance and financial responsibility. Essential information in regard to such qualifications shall be submitted with the bid in such form as the awarding authority may require by specification in the bid documents and on the bid form. Every general bid shall be accompanied by a bid bond or a certified check in an amount which shall be ten per cent of the bid, provided no such bid bond or certified check shall be required in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than ten thousand dollars. Failure to execute a contract awarded as specified and bid shall result in the forfeiture of such bid bond or certified check. In considering past performance the awarding authority shall evaluate the skill, ability and integrity of bidders in terms of the bidders' fulfillment of contract obligations and of the bidders' experience or lack of experience with projects of the size of the project for which the bids are submitted.

**Sec. 4b-93. (Formerly Sec. 4-137c). Contract specifications; subtrades, subcontracts.**

(a) Every contract subject to this chapter shall include plans and specifications detailing all labor and materials to be furnished thereunder. Such specifications shall have a separate section for each of the following classes of work if, in the estimate of the awarding authority, the class of work will exceed twenty-five thousand dollars: (1) Masonry work; (2) electrical work; (3) mechanical work other than heating, ventilating and air conditioning work; and (4) heating, ventilating and air conditioning work. Such specifications shall also have a separate section for each other class of work for which the awarding authority deems it necessary or convenient. (b) Each separate section in the specifications provided for by this section shall specify by number each sheet of plans showing work to be done by the subcontractor under such section, and shall require the subcontractor to install all materials to be furnished by him under such section other than materials which, in the opinion of the awarding authority, it is not customary under current trade practices for such subcontractor to install and the installation of which is expressly required by another section of the specifications. Each class of work set forth in a separate section of the specifications pursuant to this section shall be a subtrade designated in the general bid form and shall be the matter of a subcontract made in accordance with the procedure set forth in this chapter. (c) Whenever the awarding authority has designated a separate section for a class of work, under subsection (a) of this section, the general contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the contract. The awarding authority shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the general contractor in full for such work.



**Sec. 4b-94. (Formerly Sec. 4-137d). Rejection of bids.**

In inviting bids, the awarding authority shall reserve the right to reject any or all such general bids, if (1) the awarding authority determines that the general bidder or bidders involved are not competent to perform the work as specified, based on objective criteria established for making such determinations, including past performance and financial responsibility, (2) the low bid price exceeds the amount of money available for the project, (3) the awarding authority determines that the project shall not go forward or (4) the awarding authority finds cause to reject such bids. If the awarding authority rejects any or all bids pursuant to this section, it shall notify each affected bidder, in writing, of the reasons for such rejection.

#### **Sec. 4b-95. (Formerly Sec. 4-137e). General bid form requirements**

Selection by awarding authority. Subcontractors. (a) The awarding authority shall furnish to every person applying therefor a form for general bid. (b) Every general bid submitted for a contract subject to this chapter shall be submitted on a form furnished by the awarding authority. The form provided by the awarding authority shall provide a place for listing the names and prices of subcontractors for the four classes of work specified in subsection (a) of section 4b-93, and for each other class of work included by the awarding authority pursuant to said subsection and state that: (1) The undersigned agrees that if selected as general contractor, he shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general bid; (2) the undersigned agrees and warrants that he has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements; and (3) the undersigned agrees that each of the subcontractors listed on the bid form will be used for the work indicated at the amount stated, unless a substitution is permitted by the awarding authority. The awarding authority may require in the bid form that the general contractor agree to perform a stated, minimum percentage of work with his own forces. (c) General bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of section 4b-93, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the general contractor shall be selected on the basis of such general bids. It shall be presumed that the general bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The general bidder's qualifications for performing such work shall be subject to review under section 4b-92. Every general bid which is conditional or obscure, or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such general bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the state, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such general bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the general bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by this section to be furnished in the form provided by the awarding authority. General bids shall be publicly opened and read by the awarding authority forthwith. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of this section or substitution of a subcontractor for any designated subtrade work bid to be performed by the general contractor's own forces, except for good cause. The

term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a general contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under section 4b-96. (d) The general bid price shall be the price set forth in the space provided on the general bid form. No general bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a subcontractor's price shall be cause for rejection of the general bidder's bid. (e) Any general contractor who violates any provision of this section shall be disqualified from bidding on other contracts that are subject to the provisions of this chapter for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the general contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth its findings and conclusions.

*Mail on Letterhead*

Date:

(Send the Certificate of Insurance and this letter to both the Producer and the Insured)

To Whom It May Concern:

The attached Certificate of Insurance is being returned to you as we cannot identify the project to which it belongs.

It is very important to put the DPW Project Number and Project Title on the insurance form (example: BI-2B-162, Elevator Upgrade at 165 Capitol Avenue, Hartford, CT). If this is not done **it will delay the final payment on a project.**

Enclosure

File: G/Contract Documents/Certificate of Insurance-Return to Sender

**Sec. 4b-95a. Listing of general bidder as a subcontractor on bid form**

If a general bidder customarily performs any of the four classes of work specified in subsection (a) of section 4b-93 or any other class of work included by the awarding authority pursuant to said subsection, the general bidder may list himself as a subcontractor together with his price in the space provided in the bid form. A listed sub-bid so submitted by the general bidder shall be considered on a par with other listed sub-bids, and no such sub-bid by a general bidder shall be considered unless the general bidder can show to the satisfaction of the awarding authority, based on objective criteria established for such purpose, that he customarily performs such subtrade work and is qualified to do the character of work required by the applicable section of the specifications.

**Sec. 4b-96. (Formerly Sec. 4-137g). Subcontract, form**

Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities. Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, within five days after being notified of such approval, the general bidder shall present to each listed or substitute subcontractor (1) a subcontract in the form set forth in this section and (2) a notice of the time limit under this section for executing a subcontract. If a listed subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as a general contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general bidder, contingent upon the execution of the general contract, the general contractor shall select another subcontractor, with the approval of the awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority with all documents showing (A) the general bidder's proper presentation of a subcontract to the listed subcontractor and (B) communications to or from such subcontractor after such presentation. The awarding authority shall adjust the contract price to reflect the difference between the amount of the price of the new subcontractor and the amount of the price of the listed subcontractor if the new subcontractor's price is lower and may adjust such contract price if the new subcontractor's price is higher. The general bidder shall, with respect to each listed subcontractor or approved substitute subcontractor, file with the awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form: SUBCONTRACT THIS AGREEMENT made this .... of 19.., by and between .... a corporation organized and existing under the laws of .... a partnership consisting of .... an individual doing business as .... hereinafter called the "Contractor" and .... a corporation organized and existing under the laws of .... a partnership consisting of .... an individual doing business as .... hereinafter called the "Subcontractor", WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows: 1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. ... of the specifications for .... (Name of Subtrade) .... and the plans referred to therein and addenda No. ...., and .... for the (Complete title of project and the project number taken from the title page of the specifications) .... all as prepared by .... (Name of Architect or Engineer) .... for the sum of .... (\$....) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates: Supplemental No. (s) ...., ...., ...., ...., ...., ...., .... (a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. ...., ...., ...., and ...., and ...., and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the .... (Awarding Authority) ...., hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by

their terms or by law applicable only to the Contractor. (b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority. 2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work. 3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor. 4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated. 5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written. SEAL ATTEST ..... (Name of Subcontractor) .... By: .... SEAL ATTEST ..... (Name of Contractor) .... By: ....

### **Sec. 20-341gg. License as general contractor and major subcontractor**

Suspension or revocation. Regulations. (a) On and after July 1, 1990, no person shall engage in or offer to perform the work of any major contractor in this state on any proposed structure or existing structure or addition that exceeds the threshold limits contained in section 29-276b unless such person has first obtained a registration as required under the provisions of chapter 539 or from the Department of Consumer Protection in accordance with the provisions of this section. Individuals licensed under chapter 393 shall be exempt from the provisions of this chapter while engaging in work that they are licensed to perform. If the individual or the firm, company, partnership or corporation employing such individual is engaged in work on a structure or addition that exceeds the threshold limits contained in section 29-276b and requires licensure under chapter 393, the firm, company, partnership or corporation shall be exempt from the provisions of this chapter concerning registration of major contractors, if the firm, company, partnership or corporation employs an individual who is licensed as a contractor under chapter 393 to perform such work. The department shall furnish to each qualified applicant a registration certifying that the holder thereof is entitled to engage in the work for which the person has been issued a registration under this subsection, and the holder of such registration shall carry it on his person while engaging in such work. Such registration shall be shown to any properly interested person upon request. No such registration shall be transferred to or used by any person other than the person to whom the registration was issued. The department shall maintain rosters of registrants updated annually and may provide copies of rosters to the public for an appropriate fee. The department may suspend or revoke any registration issued by it if the holder thereof is convicted of a felony, is grossly incompetent, engages in malpractice or unethical conduct or knowingly makes false, misleading or deceptive representations regarding his work or violates any regulation established under this section. Before any registration is suspended or revoked, such holder shall be given notice and opportunity for hearing as provided in regulations established under subsection (b) of this section. (b) "Major contractor" means (1) any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in section 29-276b or (2) any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in section 29-276b. Such work includes, but is not limited to, roofing, masonry and structural frame work. (c) Not later than January 1, 1990, the Commissioner of Consumer Protection shall adopt regulations in accordance with the provisions of chapter 54 to implement the provisions of subsection (a) of this section. Such regulations shall (1) establish the registration requirements for major contractors, (2) specify application and registration fees, and (3) establish occupational standards for the preservation of the public safety.



**Sec. 31-53. Construction, alteration or repair of public works projects by state or political subdivision; wage rates; certified payroll**

Penalties for violations. (a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day." (b) Any person who knowingly or wilfully employs any mechanic, laborer or workman in the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project for or on behalf of the state or any of its agents, or any political subdivision of the state or any of its agents, at a rate of wage on an hourly basis which is less than the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed, remodeled, refinished, refurbished, rehabilitated, altered or repaired, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, or in lieu thereof to the employee, as provided by subsection (a), shall be fined not less than two thousand five hundred dollars but not more than five thousand dollars for each offense. In addition, if it is found by the contracting officer representing the state or political subdivision thereof that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the state or contracting political subdivision thereof may, by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the state or the contracting political subdivision for any excess costs occasioned the state or the contracting political subdivision thereby. The contracting department of the state or the political subdivision thereof shall within two days after taking such action notify the Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated, and steps taken to collect the required wages. (c) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b). (d) For the purpose of predetermining the prevailing rate of wage on an hourly basis and the

amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), in each town where such contract is to be performed, the Labor Commissioner shall (1) hold a hearing at any required time to determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), upon any public work within any specified area, and shall establish classifications of skilled, semiskilled and ordinary labor, or (2) adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended. (e) The Labor Commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection (h), in each locality where any such public work is to be constructed, and the agent empowered to let such contract shall contact the Labor Commissioner, at least ten but not more than twenty days prior to the date such contracts will be advertised for bid, to ascertain the proper rate of wages and amount of employee welfare fund payments or contributions and shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), or in lieu thereof the amount to be paid directly to each employee for such payment or contributions as provided in subsection (a) for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any employee welfare fund, as defined in subsection (h), or cash in lieu thereof, as provided in subsection (a), shall, at all times, be considered as the minimum rate for the classification for which it was established. Prior to the award of any contract subject to the provisions of this section, such agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts. Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. (f) Each employer subject to the provisions of this section or section 31-54 shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees or employee welfare funds under this section or section 31-54, and (2) submit weekly to the contracting agency a certified payroll which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that (A) such records are correct; (B) the rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee

to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of this section, and not less than those required by the contract to be paid; (C) the employer has complied with the provisions of this section and section 31-54; (D) each such employee is covered by a workers' compensation insurance policy for the duration of his employment, which shall be demonstrated by submitting to the contracting agency the name of the workers' compensation insurance carrier covering each such employee, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 USC 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. This subsection shall not be construed to prohibit a general contractor from relying on the certification of a lower tier subcontractor, provided the general contractor shall not be exempted from the provisions of section 53a-157a if he knowingly relies upon a subcontractor's false certification. Notwithstanding the provisions of section 1-19, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15. The provisions of sections 31-59(a), 31-59(b), 31-66 and 31-69 which are not inconsistent with the provisions of this section or section 31-54 shall apply to this section. (g) The provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars. (h) As used in this section, section 31-54 and section 31-89a, "employee welfare fund" means any trust fund established by one or more employers and one or more labor organizations to provide from moneys in the fund, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan; provided such term shall not include any such fund where the trustee, or all of the trustees, are subject to supervision by the Commissioner of Banking of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System, and "benefits under an employee welfare plan" means one or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including, but not limited to, medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment, or retirement benefits.

**Sec. 31-53. Construction, alteration or repair of public works projects by state or political subdivision; wage rates; certified payroll**

Penalties for violations. (a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day." (b) Any person who knowingly or wilfully employs any mechanic, laborer or workman in the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project for or on behalf of the state or any of its agents, or any political subdivision of the state or any of its agents, at a rate of wage on an hourly basis which is less than the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed, remodeled, refinished, refurbished, rehabilitated, altered or repaired, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, or in lieu thereof to the employee, as provided by subsection (a), shall be fined not less than two thousand five hundred dollars but not more than five thousand dollars for each offense. In addition, if it is found by the contracting officer representing the state or political subdivision thereof that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the state or contracting political subdivision thereof may, by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the state or the contracting political subdivision for any excess costs occasioned the state or the contracting political subdivision thereby. The contracting department of the state or the political subdivision thereof shall within two days after taking such action notify the Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated, and steps taken to collect the required wages. (c) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b). (d) For the purpose of predetermining the prevailing rate of wage on an hourly basis and the

amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), in each town where such contract is to be performed, the Labor Commissioner shall (1) hold a hearing at any required time to determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), upon any public work within any specified area, and shall establish classifications of skilled, semiskilled and ordinary labor, or (2) adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended. (e) The Labor Commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection (h), in each locality where any such public work is to be constructed, and the agent empowered to let such contract shall contact the Labor Commissioner, at least ten but not more than twenty days prior to the date such contracts will be advertised for bid, to ascertain the proper rate of wages and amount of employee welfare fund payments or contributions and shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in subsection (h), or in lieu thereof the amount to be paid directly to each employee for such payment or contributions as provided in subsection (a) for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any employee welfare fund, as defined in subsection (h), or cash in lieu thereof, as provided in subsection (a), shall, at all times, be considered as the minimum rate for the classification for which it was established. Prior to the award of any contract subject to the provisions of this section, such agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts. Upon the award of any contract subject to the provisions of this section, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. (f) Each employer subject to the provisions of this section or section 31-54 shall (1) keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such employees or employee welfare funds under this section or section 31-54, and (2) submit weekly to the contracting agency a certified payroll which shall consist of a complete copy of such records accompanied by a statement signed by the employer which indicates that (A) such records are correct; (B) the rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee

to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection (d) of this section, and not less than those required by the contract to be paid; (C) the employer has complied with the provisions of this section and section 31-54; (D) each such employee is covered by a workers' compensation insurance policy for the duration of his employment, which shall be demonstrated by submitting to the contracting agency the name of the workers' compensation insurance carrier covering each such employee, the effective and expiration dates of each policy and each policy number; (E) the employer does not receive kickbacks, as defined in 41 USC 52, from any employee or employee welfare fund; and (F) pursuant to the provisions of section 53a-157a, the employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. This subsection shall not be construed to prohibit a general contractor from relying on the certification of a lower tier subcontractor, provided the general contractor shall not be exempted from the provisions of section 53a-157a if he knowingly relies upon a subcontractor's false certification. Notwithstanding the provisions of section 1-19, the certified payroll shall be considered a public record and every person shall have the right to inspect and copy such records in accordance with the provisions of section 1-15. The provisions of sections 31-59(a), 31-59(b), 31-66 and 31-69 which are not inconsistent with the provisions of this section or section 31-54 shall apply to this section. (g) The provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars. (h) As used in this section, section 31-54 and section 31-89a, "employee welfare fund" means any trust fund established by one or more employers and one or more labor organizations to provide from moneys in the fund, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan; provided such term shall not include any such fund where the trustee, or all of the trustees, are subject to supervision by the Commissioner of Banking of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System, and "benefits under an employee welfare plan" means one or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including, but not limited to, medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment, or retirement benefits.

**Sec. 32-9e. Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations**

(a) As used in this section and sections 32-9f to 32-9h, inclusive, the following terms have the following meanings: (1) "Small contractor" means any contractor, subcontractor, manufacturer or service company (A) which has been doing business under the same ownership and management and has maintained its principal place of business in the state, for a period of at least one year immediately prior to the date of application for certification under this section, (B) which had gross revenues not exceeding ten million dollars in the most recently completed fiscal year prior to such application and (C) at least fifty-one per cent of the ownership of which is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of this subdivision. (2) "State agency" means each state board, commission, department, office, institution, council or other agency with the power to contract for goods or services itself or through its head. (3) "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of section 32-9n, (B) who is an individual with a disability or (C) which is a nonprofit corporation in which fifty-one per cent or more of the persons who are (i) active in the daily affairs of the enterprise and (ii) have the power to direct the management and policies of the enterprise are members of a minority, as defined in this subsection or are individuals with a disability. (4) "Affiliated" means the relationship in which a person directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another person. (5) "Control" means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of voting securities, by contract or through any other direct or indirect means. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing twenty per cent or more of any voting securities of another person. (6) "Person" means any individual, corporation, limited liability company, partnership, association, joint stock company, business trust, unincorporated organization or other entity. (7) "Individual with a disability" means an individual (A) having a physical impairment that substantially limits one or more of the major life activities of the individual or (B) having a record of such an impairment. (8) "Nonprofit corporation" means a nonprofit corporation incorporated pursuant to chapter 602 or any predecessor statutes thereto. (b) Notwithstanding any provisions of the general statutes to the contrary, and except as set forth herein, the head of each state agency and each political subdivision of the state other than a municipality shall set aside in each fiscal year, for award to small contractors, on the basis of a competitive bidding procedure established by the head of each state agency or political subdivision of the state

other than a municipality and approved by the Commissioner of Economic and Community Development, contracts or portions of contracts for the construction, reconstruction or rehabilitation of public buildings, the construction and maintenance of highways and the purchase of goods and services. Eligibility of nonprofit corporations under the provisions of this section shall be limited to predevelopment contracts awarded by the Commissioner of Economic and Community Development for housing projects. The total value of such contracts or portions thereof to be set aside by each such agency shall be at least twenty-five per cent of the average of the total value of all contracts let by the head of such state agency for each of the previous three fiscal years, provided that neither: (1) A contract that may not be set aside due to a conflict with a federal law or regulation; or (2) a contract for any goods or services which, pursuant to regulations adopted pursuant to section 32-9f, have been determined by the Commissioner of Economic and Community Development to be not customarily available from or supplied by small contractors shall be included in the calculation of such average, and except that the head of any such agency may set aside an amount based on the amount of all contracts not excluded from the calculation of such average which are anticipated to be let in any fiscal year if the method of calculation of such average for such year would result in a maximum value of contracts to be set aside of less than twenty-five per cent of the contracts anticipated to be let in such year or in a minimum value of contracts to be set aside of greater than twenty-five per cent of the contracts anticipated to be let in such year. Contracts or portions thereof having a value of not less than twenty-five per cent of the total value of all contracts or portions thereof to be set aside shall be reserved for awards to minority business enterprises. (c) The head of any state agency or political subdivision of the state other than a municipality may, in lieu of setting aside any contract or portions thereof, require any general or trade contractor or any other entity authorized by such agency to award contracts, to set aside a portion of any contract for subcontractors who are eligible for set-aside contracts under this section. Nothing in this subsection shall be construed to diminish the total value of contracts which are required to be set aside by any state agency or political subdivision of the state other than a municipality pursuant to this section. (d) The heads of all state agencies and of each political subdivision of the state other than a municipality shall notify the Commissioner of Economic and Community Development of all contracts to be set aside pursuant to subsection (b) or (c) of this section at the time that bid documents for such contracts are made available to potential contractors. (e) In no case shall the Commissioner of Economic and Community Development recommend, nor shall any small contractor be awarded, any such contract or contracts, the total amount of which exceeds ten million dollars in any one fiscal year. (f) The awarding authority shall require that a contractor or subcontractor awarded a contract or a portion of a contract under this section perform not less than fifteen per cent of the work with his own forces and shall require that not less than twenty-five per cent of the work be performed by contractors or subcontractors eligible for awards under this section. A contractor awarded a contract or a portion of a contract under this section shall not subcontract with any person with whom the contractor is affiliated. No person who is affiliated with another person shall be eligible for awards under this section if both affiliated persons considered together would not qualify as a



small contractor or a minority business enterprise under subsection (a). (g) The awarding authority may require that a contractor or subcontractor awarded a contract or a portion of a contract under this section furnish the following documentation: (1) A copy of the certificate of incorporation, certificate of limited partnership, partnership agreement or other organizational documents of the contractor or subcontractor; (2) a copy of federal income tax returns filed by the contractor or subcontractor for the previous year; and (3) evidence of payment of fair market value for the purchase or lease by the contractor or subcontractor of property or equipment from another contractor who is not eligible for set-aside contracts under this section. (h) The awarding authority or the Commissioner of Economic and Community Development or the Commission on Human Rights and Opportunities may conduct an audit of the financial, corporate and business records and conduct an investigation of any small contractor or minority business enterprise which applies for or is awarded a set-aside contract for the purpose of determining eligibility for awards or compliance with the requirements established under this section. (i) The provisions of this section shall not apply to any state agency or political subdivision of the state other than a municipality for which the average of the total value of all contracts or portions of contracts of the types enumerated in subsection (b) of this section for each of the previous three years equals ten thousand dollars or less. (j) In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under this section may provide to the awarding authority and the awarding authority shall accept a letter of credit. Any such letter of credit shall be in an amount equal to ten per cent of the contract for any contract that is less than one hundred thousand dollars and in an amount equal to twenty-five per cent of the contract for any contract that exceeds one hundred thousand dollars. (k) (1) Whenever the awarding agency has reason to believe that any contractor or subcontractor awarded a set-aside contract has wilfully violated any provision of this section, the awarding agency may send a notice to such contractor or subcontractor by certified mail, return receipt requested. Such notice shall include: (A) A reference to the provision alleged to be violated; (B) a short and plain statement of the matter asserted; (C) the maximum civil penalty that may be imposed for such violation; and (D) the time and place for the hearing. Such hearing shall be fixed for a date not earlier than fourteen days after the notice is mailed. (2) The awarding agency shall hold a hearing on the violation asserted unless such contractor or subcontractor fails to appear. The hearing shall be held in accordance with the provisions of chapter 54. If, after the hearing, the awarding agency finds that the contractor or subcontractor has wilfully violated any provision of this section, the awarding agency shall suspend all set-aside contract payments to the contractor or subcontractor and may, in its discretion, order that a civil penalty not exceeding ten thousand dollars per violation be imposed on the contractor or subcontractor. If such contractor or subcontractor fails to appear for the hearing, the awarding agency may, as the facts require, order that a civil penalty not exceeding ten thousand dollars per violation be imposed on the contractor or subcontractor. The awarding agency shall send a copy of any order issued pursuant to this subsection by certified mail, return receipt requested, to the contractor or subcontractor named in such order. The awarding agency may cause proceedings to be instituted by the Attorney General for the enforcement of any order

imposing a civil penalty issued under this subsection. (l) On or before January 1, 1994, the Commissioner of Economic and Community Development shall establish a process for certification of small contractors and minority business enterprises as eligible for set-aside contracts. Each certification shall be valid for two years and the form for certification shall be less than six pages. (m) On or before September 30, 1995, and annually thereafter, each state agency and each political subdivision of the state other than a municipality setting aside contracts or portions of contracts shall prepare a report establishing small and minority business set-aside program goals for the twelve-month period beginning July first in the same year. Each such report shall be submitted to the Commissioner of Economic and Community Development, the Commission on Human Rights and Opportunities and the cochairmen and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to planning and development. (n) On or before November 1, 1995, and quarterly thereafter, each state agency and each political subdivision of the state other than a municipality setting aside contracts or portions of contracts shall prepare a status report on the implementation and results of its small business and minority business enterprise set-aside program goals during the three-month period ending one month before the due date for the report. Each report shall be submitted to the Commissioner of Economic and Community Development, the Commission on Human Rights and Opportunities and the cochairmen and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to planning and development.

### **Sec. 49-41. Public structures**

Bonds for protection of employees and materialmen. (a) Each contract exceeding twenty-five thousand dollars in amount for the construction, alteration or repair of any public building or public work of the state or of any subdivision thereof shall include a provision that the person to perform the contract shall furnish to the state or the subdivision on or before the award date, a bond in the amount of the contract which shall be binding upon the award of the contract to that person, with a surety or sureties satisfactory to the officer awarding the contract, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person, provided no such bond shall be required to be furnished (1) in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than twenty-five thousand dollars, (2) in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which such sub-bid is submitted is less than fifty thousand dollars, or (3) in relation to any general bid or sub-bid submitted by a consultant, as defined in section 4b-55. Any such bond furnished shall have as principal the name of the person awarded the contract. (b) Nothing in this section or sections 49-41a to 49-43, inclusive, shall be construed to limit the authority of any contracting officer to require a performance bond or other security in addition to the bond herein referred to, except that no such officer shall require a performance bond in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than twenty-five thousand dollars or in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which such sub-bid is submitted is less than fifty thousand dollars.

### **Sec. 49-42. Enforcement of right to payment on bond**

Suit on bond, procedure and judgment. (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce his right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the Superior Court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the

amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section. (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed. (c) The word "material" as used in sections 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

## **Certificate of Insurance**

- 1.0 When a Certificate of Insurance is received check dates to make sure they are current. Check the expiration dates and if there is more than one expiration date, make that many copies of the Certificate of Insurance and insert them in the months in which they expire.
  - 1.1 Put the original Certificate of Insurance into the project folder.
  - 1.2 Put a copy of the Certificate of Insurance in the file cabinet under the appropriate month that the coverage expires for follow-up on renewals.
- 2.0 Expired Certificates of Insurance – Call the Project Manager and ask if final payment has been made. If not, send a memo to the contractor.

- END -

SECTION 00300  
**CERTIFICATE OF INSURANCE**  
 PAGE 1 OF 1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <b>COMPANIES AFFORDING COVERAGE</b> COMPANY A COMPANY B COMPANY C COMPANY D			
INSURED					
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS <span style="float: right;">Indicate the project and project number in this space.</span> The State of Connecticut is endorsed as an additional Insured on all of the above policies except Automobile Liability and Workers' Compensation. If Builders Risk insurance is indicated, The State of Connecticut is endorsed as a Loss Payee.					
<b>CERTIFICATE HOLDER</b> State of Connecticut Department of Public Works 165 Capitol Avenue, Room G-35 Hartford, CT 06106			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25-S (1/95)

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Date

Mr. \_\_\_\_\_, title  
Street Address  
City and State

Dear Insured:

Re: (Project Name)  
(Project Number)

Our records indicate that your Certificate of Insurance for the above referenced project expired (fill in date).

Please forward a correct Certificate in accordance with the contract requirements: General Conditions (Section 00700), Article 35. The Certificate of Insurance must be returned immediately to me. Please indicate the ***project description and project number*** on your ACORD insurance form in the description block on the bottom of the form, and send to my attention at the following address:

State of Connecticut  
Department of Public Works  
Procurement  
165 Capitol Avenue – Room G-35  
Hartford, Connecticut 06106

We are in the process of updating our computer system, so if the above referenced project has been completed and final payment has been made, please advise. Please telephone (860) 713-5792, 94, 96, if you have any questions. Your Certificate of Insurance can be faxed to my attention to (860) 713-7395.

Sincerely,

PSO's name  
Purchasing Services Officer 1



February 9, 2001

Alma Construction Inc.  
34 Sanrico Drive  
Manchester, CT 06040

Windham RVTS - BI-RT-803

Dear Insured:

Our records indicate that your certificate of insurance for the above referenced project expired January 1, 2001.

Please forward a correct certificate in accordance with the contract requirements: General Conditions (Section 0070), Article 35, and ~~the Standard Conditions of the Instructions of Bidders, Item 3, pages 4 of 4.~~ The Certificate of Insurance must be returned immediately with **project description and project number to:**

State of Connecticut - DPW  
165 Capitol Avenue RM 208  
Hartford, Connecticut 06106

We are in the process of updating our computer system, so if the above mentioned project has been completed and final payment has been made please advise. Please telephone 860-713-5784 if you have questions. Your Certificate of Insurance can be fax to my attention to 860-713-7258. 7395

Cordially, 25

Mary Taylor-Napoles  
Paralegal Specialist